NO. UWY-CV15 6050025 S : SUPERIOR COURT

:

DONNA L. SOTO, ADMINISTRATRIX

OF THE ESTATE OF : COMPLEX LITIGATION

VICTORIA L. SOTO, ET AL : DOCKET

.

V. : AT WATERBURY

:

BUSHMASTER FIREARMS :

INTERNATIONAL, LLC, ET AL : JULY 2, 2021

#### AFFIDAVIT OF H. CHRISTOPHER BOEHNING

#### I, H. CHRISTOPHER BOEHNING declare as follows:

- 1. I am over eighteen and believe in the obligation of an oath. I have been representing the plaintiffs in this action since 2020 when the Court approved my application for admission *pro hac vice*.
- 2. In connection with my representation, I lead a team that has been responsible for collecting and reviewing the documents produced by Remington in the above-captioned matter. The information below is based on my personal knowledge as well as my knowledge of the review protocols employed by the team and the contents of the analytical reports on Remington's document productions that have been generated by the team.
- 3. I provide this Affidavit to describe for the Court the contents of the document productions plaintiffs have received from Remington.

## Overview of Productions Received

4. The plaintiffs have served three requests for the production of documents ("RFPs") on Remington. The plaintiffs served the first revised RFP on November 13, 2015. It consisted of 22 numbered requests. See Ex. A. The plaintiffs

served the second RFP on August 3, 2016. It consisted of 13 numbered requests. *See* Ex. B. The plaintiffs served the third RFP on April 22, 2020. It consisted of 39 numbered requests. *See* Ex. C. On June 22, 2020, Remington served their objections to the plaintiffs' third set of RFPs. *See* Ex. D.

- 5. The plaintiffs have received 10 document productions from Remington since this lawsuit was filed in 2014. In total, the plaintiffs have received 46,061 documents from Remington. After removing duplicates and junk files, the plaintiffs have received 24,192 unique, substantive documents. In total, the plaintiffs have received 2,305 email communications from Remington. After removing duplicates, the plaintiffs have received 2,194 unique email communications.
- 6. The plaintiffs received Remington's first production on July 6,2016. The production consisted of a single 54-page PDF of organizational charts.
- The plaintiffs received Remington's second document production on August 1, 2016. The production consisted of 482 documents. The production contained no emails.
- The plaintiffs received Remington's third document production on August 12, 2016. The production consisted of 69 documents. The production contained no emails.

The count of unique emails was determined by MD5 Hash values, which is the standard approach used for deduplication during the processing of documents. See The Sedona Conference Glossary: eDiscovery & Digital Information Management, Fifth Edition, 21 SEDONA CONF. J. 263, 337 (2020). Where multiple documents had the same MD5 Hash value, only one was deemed unique, while all others were deemed to be duplicative documents. Id. at 317. Counts provided regarding unique and duplicative emails do not involve any email threading or suppression of any lesser-inclusive emails by the receiving party.

- 9. On August 29, 2016, the parties moved the Court to enter a proposed Case Management Order, which sets forth the protocol for the production of documents and electronically stored information ("ESI"). DN 230.00; *see also* Ex E. The Court granted that motion on August 30, 2016. DN 230.10. That protocol has governed discovery in this matter since.
- 10. The plaintiffs received Remington's fourth document production on March 4, 2020. The production consisted of 269 total documents, including 266 unique documents. The production contained no emails.
- 11. The plaintiffs received Remington's fifth production on May 27, 2020. The production consisted of 568 documents. Of the 568 documents, there were 388 unique documents. The production was the first to include any email correspondence. The production contained 170 emails of which 156 were unique. The production included documents from 16 total custodians, including emails from 13 custodians. The production included 115 documents that lack date metadata.
- 12. The plaintiffs received Remington's sixth production on June 5, 2020. The production consisted of 22 insurance policies. The production contained no emails.
- 13. The plaintiffs received Remington's seventh production on June 22, 2020. The production consisted of 1,657 documents. Of the 1,657 documents, there were 1,263 unique documents. The production included 470 emails of which 446 were unique. The production included documents from 19 total custodians, including emails from 16 custodians. The production included 179 documents that lack date metadata. A total of 26

documents in the production were non-substantive "filler documents," meaning that they were unreviewable or contained only blank pages, signature pages, or logo pages.

- 14. The plaintiffs received Remington's eighth production on June 30, 2020. The production consisted of 19 catalogues. There were 11 unique catalogues. Of the 1,429 catalogue pages produced, 767 were duplicates. The production contained no emails.
- 15. The plaintiffs received Remington's ninth production on July 9, 2020. The production consisted of 37,120 documents. Of the 37,120 documents, there were 17,867 unique documents.
- 16. The ninth production included 18,465 documents that are Scalable Vector Graphics ("SVG") or Portable Graphics Format ("PNG") files, which are just two different types of image files. These files contain nothing except seemingly random cartoon images. Each of these random images was produced six times, three times as a PNG file and three times as an SVG file. Below are examples of the images produced as PNG and SVG files.



17. Additional examples of the images in the ninth production are attached as Exhibits F-N to this Affidavit and include images of individuals go-karting

(Exs. I-K), racing dirt bikes (Exs. L-M), and socializing (Ex. N). Remington also produced videos of gender reveal parties and ice bucket challenges. Exs. O-P.

- 18. The ninth production contained no emails.
- 19. The plaintiffs received Remington's tenth production on July 13, 2020. The production consisted of 5,854 documents. Of the 5,854 documents, there were 4,469 unique documents. The production included 1,665 emails of which 1,592 were unique. The production included documents from 22 total custodians, including emails from 18 custodians. The production included 22 documents that lack date metadata.
- 20. According to an earlier representation from Remington's counsel, Remington's document production in response to the plaintiffs' three RFPs is purportedly complete. These representations are described in more detail in the Affidavit of Alinor Sterling at ¶¶ 22, 24.
- According to Remington's counsel, their document productions reflect all responsive materials from the years 2006 to 2012, inclusive.
- 22. By the end of July 2020, Remington had produced a total of 46,061 documents. After accounting for 18,465 SVG or PNG files of cartoons; 3,295 duplicate documents; 15,825 random pictures (including people go-karting, dirt bike racing, and socializing); 1,657 videos and GIFS (including gender reveal and ice bucket challenge videos); and 205 documents containing unreadable computer code, the productions include only 6,606 potentially useful documents in response to the plaintiffs' requests.

#### **Custodian Information**

- 23. Through our review of organizational charts received, we have been able to identify individuals within Remington's 32-member marketing department who are likely to have relevant documents for the plaintiffs' requests. *See* Ex. Q.
- 24. Across all ten productions, the plaintiffs received emails from 27 custodians. Information about email correspondence received from several key custodians identified based on the organizational charts is summarized below.
- 25. Ted Novin was identified as an email custodian in one of Remington's productions. Mr. Novin was Remington's Director of Public Affairs & Social Media in 2012; Director of Marketing & Public Affairs in 2013; and Director of Industry Relations and Public & Government Affairs from 2014–2015. Across all ten productions, the plaintiffs have received two emails for which Mr. Novin was a custodian.
- 26. Scott Blackwell was identified as an email custodian in three of Remington's productions. Mr. Blackwell served as Remington's President of Global Sales & Marketing in 2008, Chief Sales Officer from 2009–2010, Chief Sales and Marketing Officer in 2011, and President from 2012–2013. Across all ten productions, the plaintiffs have received 195 emails for which Mr. Blackwell was a custodian.
- 27. Marc Hill was identified as an email custodian in three of Remington's productions. Mr. Hill served as Remington Chief Marketing Officer in 2010, Across all ten productions, the plaintiffs have received 408 emails for which Mr. Hill was a custodian.
- 28. John Trull was identified as an email custodian in three of Remington's productions. Mr. Trull was Remington's Director of Marketing in 2006-

2007, Director of Firearms & Custom Shop Brand Management & Product Development in 2008, Vice President of Brand Management/NPD Firearms in 2009, Vice President of Product Management & Marketing from 2010–2011, Vice President of NPI Product Management in 2012, and Senior Vice President, General Manager of Long Guns in 2013. Across all ten productions, the plaintiffs have received 319 emails for which Mr. Trull was a custodian.

- 29. Phil Murdock was identified as an email custodian in three of Remington's productions. Phil Murdock was Remington's Vice President of Sports Marketing in 2008, Vice President of Channel & Events Marketing from 2009–2010, and Vice President of Marketing from 2011–2012. Across all ten productions, the plaintiffs have received 485 emails for which Mr. Murdock was a custodian.
- 30. Ryan Smith was identified as an email custodian in three of Remington's productions. Mr. Smith served as Remington's Product Manager of Tactical/LE Firearms in 2010, and describes himself as "the marketing department for" Bushmaster. See Ex. R. Across all ten productions, the plaintiffs have received 197 emails for which Mr. Smith was a custodian.
- 31. Dean Vogt was the Consumer Insight Manager for Remington from 2009–2010. Mr. Vogt was not identified as a custodian in <u>any</u> production, despite the fact that the plaintiffs noticed his deposition on April 21, 2020, and re-noticed it on May 29, 2020.
- 32. Alfred Russo was the Director of Marketing for Remington from 2007–2009. Mr. Russo was not identified as a custodian in <u>any</u> production, despite the fact

that the plaintiffs noticed his deposition on April 21, 2020, and re-noticed it on May 29, 2020.

- 33. Mark Eliason was the Director of Commercial Distributor Sales of Bushmaster Firearms from 2001–2011. Mr. Eliason was not identified as a custodian in any production, despite the fact that the plaintiffs noticed his deposition on April 21, 2020, and re-noticed it on May 29, 2020.
- 34. Thomas Tyler was the Internal Sales and Customer Service Manager for Bushmaster Firearms from 2001–2011. Mr. Tyler was not identified as a custodian in any production, despite the fact that the plaintiffs noticed his deposition on April 21, 2020, and re-noticed it on May 29, 2020.
- 35. Roy Gifford was Remington's Vice President of Brand Management& Research in 2010. Mr. Gifford was not identified as a custodian in any production.
- 36. Tom Scott was Remington's Vice President of Product Management& Marketing in 2010. Mr. Scott was not identified as a custodian in any production.
- 37. Remington's productions also included very few communications with third parties who were hired to support advertising and marketing for Remington and their related entities.
- 38. For example, Brothers & Co.—a marketing agency based in Tulsa, Oklahoma—provided marketing services for Remington's assault rifles during the relevant time period. See, e.g., Ex. S. Remington identified Brothers & Co. as one of their top 40 creditors in their most recent bankruptcy, stating that they owed \$344,444 to Brothers & Co. for "marketing services." See Ex. T. Remington's productions include 146 unique emails communications between Remington and employees of Brothers & Co.

- 39. Through our review of productions received, we determined that Salesforce—a customer relationship management platform which can be used to support and provide analytics about marketing efforts—was used to track Remington's monthly media presence during the relevant time period. *See* Exhibit U. Remington's productions include one email communication between Remington employees about the use of Salesforce. *Id.*
- 40. Through our review of productions received, we determined that RSM—which develops integrated marketing strategies for online promotion and in-store merchandising—provided marketing services for Remington during the relevant time period. See, e.g., Ex. V. Remington's productions include 85 unique email communications between Remington employees and employees of RSM.
- Activision Publishing Inc. ("Activision")—a developer of video games, including Call of Duty—entered into multiple sponsorship agreements with Remington for Remington's firearms, including its assault rifles, to be used in Activision's video games during the relevant time period. Remington's productions include zero email communications between Remington and employees of Activision, despite the inclusion of multiple internal PowerPoint decks identifying the relationship and agreements between the companies.
- 42. Through our review of productions received, we determined that Mastiff—a developer of video games—entered into a videogame publishing deal with Remington for Remington's firearms to be used in Mastiff's video games during the relevant time period. Remington's productions include two unique email communications between Remington and employees of Mastiff.

#### Summary of Technical Deficiencies Across Productions

- 43. We have identified multiple deficiencies across Remington's ten productions.
  - 44. 45,493 documents are missing source metadata.<sup>2</sup>
  - 45. 42,746 documents are missing the file path metadata.<sup>3</sup>
- 46. 40,601 documents are missing metadata for the date created. 43,601 documents are missing metadata about the date last modified.
  - 47. 843 documents are missing custodian metadata.
  - 48. 17,000 documents identify the custodian as "Remington."
- 49. 662 documents with ESI origin were produced without MD5 hash values.<sup>4</sup>
  - 50. 594 documents were produced without a file name.
- 51. 23 emails with extracted text were produced without first/top email headers.
- 52. Remington produced the Facebook, and Twitter profile pages for Remington Arms Co., Bushmaster, and DPMS Panther Arms as Portable Document Formats ("PDFs").<sup>5</sup> See Exs. W-AB. Remington also produced the Instagram profile

As per the agreed-upon ESI protocol, "source" is the "name of party producing the document" and is to be provided for all documents.

As per the agreed-upon ESI protocol, "filepath" is the "original file/path of the location where the item was located at the time of collection. This should include location, file name, and file source extension"; it is to be provided for all edocuments.

Since MD5 Hash values are the unique "fingerprints" of a document, it is impossible to determine whether a document missing a MD5 Hash value is truly a unique or duplicative document.

PDFs are a file format which largely serves to preserve the content and layout of a document but can be difficult to edit or extract information from.

pages for Remington Arms Co. and DPMS Panther Arms in a static PDF. See Exs. AC-AD. Remington did not produce the Instagram page for Bushmaster.

53. The images that Remington produced of their social media accounts are low-quality, not text-searchable, and lack any metadata.

54. Remington's production of low quality images was not exclusive to documents related to their social media accounts. Remington produced numerous other (non-responsive) documents that are blurry and hard to review or use. See, e.g., Ex. AE.

I declare under penalty of perjury that the foregoing is true and correct. Each of the facts set forth in this affidavit is true to my personal knowledge, and I am competent to testify on the matters stated herein.

Executed: New York, New York

July 2, 2021

H. Christopher Boehning

State of New York

County of New York

Subscribed and sworn to before me this 2<sup>nd</sup> day of July, 2021.

WILLIAM J. PLUCINSKI NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01PL4617853 Qualified in New York County Commission Expires March 30, 2023



NO. FBT CV 15 6048103 S

SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX OF THE ESTATE OF VICTORIA L. SOTO,

ET AL : J.D. OF FAIRFIELD : AT BRIDGEPORT

V.

: [SENT JUNE 29, 2016 - RELATE

BUSHMASTER FIREARMS : BACK TO NOVEMBER 13, 2015

INTERNATIONAL, LLC, a/k/a, ET AL : BY AGREEMENT]

# PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION – REVISED NOS. 1, 2, 7, 8, 9, 10, 11, 13, 14, 15, 16, 19; TO BE ANSWERED AS DRAFTED, NOS. 18, 20, 21, 22.

The plaintiffs hereby request that the defendant, REMINGTON ARMS COMPANY,

LLC ("the Company") provide counsel for the plaintiffs with copies of the documents described in the following requests for production, or afford counsel for said plaintiffs the opportunity or, if necessary, sufficient written authorization, to inspect, copy, photograph or otherwise reproduce said documents. The Company is hereby defined to include any and all predecessor entities to the Company, and/or aliases of the Company.

In answering these production requests, the Company is required to provide all information within its possession, custody or control. If any production request cannot be answered in full, answer to the extent possible.

Please be advised that these Requests for Production use and incorporate the definitions set forth in Practice Book Section 13-1.

For purposes of these Requests for Production only," AR-15 style rifle" is defined as:

AR-15 style rifle means a gas-operated, magazine-fed, modular rifle, with an upper receiver, to which a barrel is attached, that is pinned to a lower

<sup>&</sup>lt;sup>1</sup> Nos. 3, 4 & 6 are withdrawn. The Company is answering No. 12 subject to its pending Objection, which plaintiffs may claim at a later time. Nos. 5 and 17 are still the subject of discussion between the parties.

receiver, to which a separate pistol grip and butt stock are attached, regardless of whether it is semi-automatic or select fire.<sup>2</sup>

- 1.a. Documents demonstrating the relationships among Bushmaster Firearms International, LLC; and/or Freedom Group, Inc.; and/or Bushmaster Firearms; and/or Bushmaster Firearms, Inc.; and/or Bushmaster Holdings, LLC; [from January 1, 2006 to the present day.
- 1.b. Documents concerning the relationship between the Company and Camfour, Inc. and/or Camfour Holding, LLP, including any rebates, financial incentives, comarketing agreements and other such documents/agreements. Production in response to this Request shall not include bills, bills of lading, purchase orders, sales orders, except for those pertaining to the weapon in issue in this case. The time frame of this interrogatory is from January 1, 2006 to December 14, 2012.

#### COMPLIANCE:

 Documents concerning contractual and/or business relationship(s) between or among the Company and Riverview Sales, Inc. from January 1, 2006 to December 14, 2012.

#### **COMPLIANCE:**

[WITHDRAWN]

#### COMPLIANCE:

- 4. [WITHDRAWN]
- [Still under discussion]

#### COMPLIANCE:

6. [WITHDRAWN]

#### COMPLIANCE:

 Documents concerning the branding, marketing, and/or sale of AR-15 style rifles as modern sporting rifles during the period January 1, 2006 through December 14, 2012.

#### COMPLIANCE:

<sup>&</sup>lt;sup>2</sup> It is the Company's position that the ACR is not an AR-style rifle. The Company nonetheless agrees not to exclude documents relating to ACRs from its responses to Nos. 7, 8, 9, 10, 11, 13, 14, 15 & 16.

 Documents concerning marketing, promotion, promotional strategies, the Company's customer base, the Company's desired customer base, and market research received, obtained and/or created by the Company concerning AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

#### **COMPLIANCE:**

9. Documents, including web site postings, blog postings, and/or any other internet marketing created by or at the behest of the Company or any other defendant in this action concerning AR-15 style rifles use of assault rifles for home defense, suitability of assault rifles as gifts or family guns, and/or appropriate uses of assault rifles, prior to December 14, 2012.

#### **COMPLIANCE:**

Documents concerning the use of video games to market and/or promote the sale
of AR-15 style rifles including, but not limited to the Remington/Bushmaster
model XM15-E2S, from January 1, 2006 to December 14, 2012.

#### **COMPLIANCE:**

11. Documents concerning the display of AR-15 style rifles in video games, including, but not limited to the Remington/Bushmaster model XM15-E2S, from January 1, 2006 to December 14, 2012.

#### **COMPLIANCE:**

12. [The Company producing subject to its objection.]

#### **COMPLIANCE:**

13. Documents concerning the manner in which AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, were used by non-military and non-law enforcement owners prior to December 14, 2012, including but not limited to documents concerning storage, sharing, transfer, gifting, transport and/or re-sale of AR-15 style rifles, and any and all other uses of AR-15 style rifles by such owners.

#### **COMPLIANCE:**

 Documents concerning training and instruction provided to or available to purchasers of AR-15 style rifles including to purchasers of the Remington/Bushmaster model XM15-E2S, prior to December 14, 2012.

#### **COMPLIANCE:**

 Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, by the Company from January 1, 2006 to December 14, 2012.

#### **COMPLIANCE:**

 Documents concerning the volume of sales of AR-15 style rifles including but not limited to the Remington/Bushmaster model XM15-E2S, in the industry from January 1, 2006 to December 14, 2012.

#### **COMPLIANCE:**

- 17. [Still under discussion.]
- Documents concerning RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES store security, including surveillance procedures during the period of January 1, 2006 to December 14, 2012.

#### **COMPLIANCE:**

19. Documents concerning the particular XM15-E2S sold to Nancy Lanza, and described in Exhibit A attached hereto at page 3, including but not limited to information concerning what component parts went into this firearm, where they were sourced and where and how they were assembled.

#### **COMPLIANCE:**

 Documents concerning the sale of any firearms to Nancy Lanza or Adam Lanza, including, but not limited to, documents concerning regulatory compliance in connection with such sale.

#### **COMPLIANCE:**

21. Documents concerning the federal firearms license held by David LaGuercia, including, but not limited to, information concerning compliance vel non by the licensee and/or RIVERVIEW GUN SALES, INC. AKA RIVERVIEW GUN SALES with applicable firearms laws from January 1, 2006 to December 14, 2012.

### **COMPLIANCE:**

 Documents concerning any entries in the Company's Acquisition and Disposition Book pertaining to the particular XM15-E25 sold to Nancy Lanza and described in Exhibit A, attached hereto at page 3.

# COMPLIANCE:

THE PLAINTIFFS,

By

JOSHUA D. KOSKOFF ALINOR C. STERLING KATHERINE MESNER-HAGE

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350 FAIRFIELD AVENUE BRIDGEPORT, CT 06604

PHONE: (203) 336-4421 FAX: (203) 368-3244

**JURIS #32250** 

#### CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

For Bushmaster Firearms International LLC, a/k/a;

Freedom Group, Inc., a/k/a;

Bushmaster Firearms, a/k/a;

Bushmaster Firearms, Inc., a/k/a;

Bushmaster Holdings, Inc., a/k/a

Remington Arms Company, LLC, a/k/a;

Remington Outdoor Company, Inc., a/k/a

Jonathan P. Whitcomb, Esq.
Scott M. Harrington, Esq.
Diserio Martin O'Connor & Castiglioni, LLP
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TEL: (203) 358-0800 FAX: (203) 348-2321

## For Remington Arms Company, LLC, a/k/a; Remington Outdoor Company, Inc., a/k/a

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# For Camfour, Inc.; Camfour Holding, LLP, a/k/a

Scott Charles Allan, Esq. Christopher Renzulli, Esq. Renzulli Law Firm, LLP 81 Main Street, #508 White Plains, NY 10601 sallan@renzullilaw.com

TEL: (914) 285-0700 FAX: (914) 285-1213

# For Riverview Sales, Inc.; David LaGuercia

Peter Matthew Berry, Esq. Berry Law LLC 107 Old Windsor Road, 2<sup>nd</sup> Floor Bloomfield, CT 06002 firm@berrylawllc.com

TEL: (860) 242-0800 FAX: (860) 242-0804

> JOSHUA D. KOSKOFF ALINOR C. STERLING KATHERINE MESNER-HAGE

# EXHIBIT A

OMB No. 1140-0020

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Fiscannes and Explosives

# Firearms Transaction Record Part I -Over-the-Counter

WARNING: You may not receive a firear be used to determine whether you are prob Control Act, 18 U.S.C. \$5 921 st. seq., are p	ibited under la	w from receiv	ing a firearm.	Certain	violations o	f the Gun	Transfer Serial N		
Prepare in original only. All entries must be this form, "PLEASE PRINT."	a service and the					ltions on	line.		
	lon A - Must Be	Completed P	ersonally By	Transfers	e (Buyer)				
1. Transferee's Full Name Last Name	First Nam				Middle N	ame (If no	middle name	, stale "	NACY"
LANZA		VANCY				lean	1		
<ol> <li>Current Residence Address (U.S. Postal Number and Street Address</li> </ol>	City	re acceptable	e. Cannot be:	· · · ·	ce box.)		State   Zi	P Code	
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3. Place of Birth		4. Height	5. Weight	6. Geade	7. Bis	th Date		7	
U.S. City and State -OR- Foreign	Country	ft. 5	128	Male Female	Mont	G	Day	Year	760
8. Social Security Number (Optional, but will	help prevent miss		9. Unique Pr	1 10 30 ME &		Jumber (U	PIN) if appl		_
			Instruction	ns for Que	estion 9.)				
10. Racs (Ethalcin) (Check one or more boxe	s. See Instruction	ons for Questle	on 10.)					10	
American Indian of Alaska Native	=	or African A	merican		=	Hawailan (	or Other Pac	ific Isla	nder
Hispanic or Lanno	Asia				5 White				
11. Answer questions [1.a. (see exceptions) through								estions	_
<ol> <li>Are you the actual transferee/buyer of the acquiring the firearm(s) on behalf of an to you. (See Instructions for Question 11.</li> </ol>	other person. It	f you are not f you are pick	the acrual buy	er, the de	ealer cannot	transfer i	be firearm		28
b. Are you under indictment or information is	o any court for a	felony, or an	y other crime,	for which	the judge co	uld impris	on you for	Yes	No.
c. Have you ever been convicted in any cour		any other crim	e, for which th	ie judge co	ould have im	prisoned y	ou for more	Yes	[DS]
than one year, even if you received a short d. Are you a fugitive from justice?	er senænce inclu	ding probatio	n? (See lastru	ctions for	Question 11.	c.)		Yes	加多山
e. Are you an unlawful user of, or addicted to	marijuana or ar	iv denressant.	stimulant nam	cotic drug	or any other	controlle	d substance	Yes	1 20
		10 1 Name 1	2 10 12 10 10 10	100				11	100
f. Have you ever been adjudicated mentally defective (which includes a determination by a court, board, commission, or other lawful authority that you are a danger to yourself or to others or are incompetent to manage your own affairs) OR have you ever been committed to a mental institution? (See Instructions for Question 11.f.)				Yes	28				
g. Have you been discharged from the Armed			conditions?				+	YE	200
h Are you subject to a court order restraining such partner? (See Instructions for Question	you from harass	sing, stalking,	or threatening	your child	or an intim	ate parmer	or child of	Ye	282
i. Have you ever been convicted in any court		r crime of don	nestic violence	7 (See Ins	tructions for	Question	[1,1)	Yes	189
j. Have you over renounced your United Stat	es citizenship?							Ye	18
k. Are you an alien lilegally in the United Sta	iles?	1100						曾	100
<ol> <li>Are you a nonimmigrant alien? (See Instru- question 12 and proceed to question 13.</li> </ol>	ictions for Quest	ion (1.L) If y	ou answered "	no" to this	s question, de	NOI res	pond to	Yes	20
<ol> <li>If you are a nonimunigrant alien, do you fal complete question 20d.) (See Instructions respond to question 12 and proceed to que.</li> </ol>	for Question 12.							Yes	№
(3. What is your State of residence 14 What (if any)? (See Instructions for Question 13.)		ou are a citize		States.			issued alien		
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Note: Previous Editions Are Obsolete Page 1 of 6 Transferee (Buyer) Continue to Next Page STAPLE IF PAGES BECOME SEPARATED

ATP Form 4473 (5300 9) Part I Revised August 2003

THE RESERVE THE PERSON NAMED IN	w, and may also violate Stat lihood and profit without a l		violation of law	See Insura	tions for Q		
16. Transferee's	Buyer's Signature	A Phone				17 Certify	cation, Date
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18. Type of firear	m(s) to be transferred (check		19. If sale at a g		other qua	lifying event	
Handgun	Long Gun Other E (rifles or shotguns)	Firezon (Frame, Receiver, etc tructions for Question 18.)	, same or event			-	-
70s Identification	n (e.g., Virginia Driver's license	NA DI ) are other wolld assessmen	City, State	elfantan)	See larmy	vious for Own	ries 20 a 1
Issuing Authority	and Type of Identification	Number on Identificatio	n	. 1			Yest
61	DC				9	1-6	10
20b. Alternate De	ocumentation (if driver's licen	se or other identification doc	ument does not sh	OW CULTER	residence	address!	
20c. All Allens: Type(s) of Docum	Type and dates of documents thent	hat establish 90-day residency	(e.g., utility bills of Date(s) of reside				ons for Questic
Month  S  21c. The response agency was  Proceed Denied Cancell	[The firegrm(s) may	r the appropriate State  the transferred on  MDI data provided by NICS) (optional)]	Proceed Denied Cancell No reso	ed	from NIC	S or the appro (date) (date) (date) (date) within 3 busin	opriate State r
	(date).	Proceed D	enied	Cancello			
21£ The name and	d Brady identification number	of the NICS examiner (Opti	onal)				
•	frami	e)	(mun	iber)	_		
2. No NICS	check was required because	the transfer involved only NE	A firearm(s). (See	Instruction	ns for Que	stion 22J	
exemptic Issuing State and I If the transfer of th Section C immedia		or Question 23.) te of Issuance (if any)  C - Must Be Completed Per lifferent day from the date the forearm(s). (See Instruction	Expiration Date (4 recoally By Trans at the transferes (6 s for Question 24	funy) derse (Bu uyer) sign and 25.)	yer)	mit Kumber	(If any)
4. Transferee's/F		411 94 11112 11112 416 341		- to septer		25. Regertif	icution Date
1	Myn / Fun	2	and the			3/29	110
-/	1011	Transferor (Seller) Con	tinne to Next Pac	16		ATT Form 447	73 (5300 9) 8-

	Section D - Mi	ust Be Completed By	Transferor (Seller)		
26. 20ufacturer and/or Imporier (If the Accourer and importer are different the FFL should include both.)	Z7. Model	28. Serial Number		29. Type(pistal revolver, rijle, shotgun, receiver, frame, etc.) (See instructions for question 29)	Gauge
<u>เรียว์สลาร์ : เร</u>	v.7 <	15345	55	RIFIE	5.56
Total Number of Firearms (Please has	idwriie by prinning e.	g. one, two, three, etc	Da not use numerals.)	30b. Is any part of this Pawn Redemption?	Yes No
rade/corporate name and address of to sed.) Ri 4 East	ransferor (seller) (E verview Sales Prospect Hill Rd Windson CT III	fand stamp may be	three and last five d (Hand stamp may be	cense Number (Musi con igus of FFL Number X-X i used.)	arxxxxx)
The Person Transferring The P  The P  Ify that my answers in Sections B and  IF Form 4473. On the basis of: (1) th  i); (2) my verification of the identifica-  ection A was completed); and (3) the is  sell, deliver, transport, or otherwise of	erson Who Compl D are true, correct e statements in Section noted in questi formation in the cu	eted Section B Mus , and complete. I have don A (and Section C on 20a (and my reven arrent State Laws and	t Complete Questions 3. re read and understand it if the transfer does not o diffication at the time of tr I Published Ordinances,	3-35. The Notices, Instructions, is cour on the day Section is auxion if the trunsfer does It is my belief that it is no	and Definitions A was com-
ransferor's Seller's Name (Please pri			35. Transferor's	/Seller's Title 36.	Date Transferred

rise of the Form: The information and certification on this form are seed so that a person licensed under 18 U.S.C. § 923 may determine if he i may lawfully sell or deliver a Erream to the person identified in in A, and to alent the buyer of certain restrictions on the receipt and saion of firearms. This form should only be used for sales or transfers: the seller is licensed under 18 U.S.C. § 923. The seller of a firearm determine the lawfulness of the transaction and maintain proper records: transaction. Consequently, the seller most be familiar with the sions of 18 U.S.C. §§ 921-931 and the regulations in 27 CFR Part 478. Extraining the lawfulness of the sale or delivery of a long gun (rifle or way to a resident of another State, the seller is presumed to know that table State laws and published ordinances in both the seller's State and tyer's State.

the seller has completed the firearms transaction, he or she must make templated, original ATF Form 4473 (which includes the Notices, General sections, and Definitions), and any supporting documents, part of his or transactive records. Such Forms 4473 must be retained for at least 20.

Filing may be chronological (by date), alphabetical (by name), or rical (by transaction serial number), as long as all of the seller's letted Forms 4473 are filed in the same manner FORMS 4473 FOR. IED/CANCELLED TRANSFERS MUST BE RETAINED: If the transfer is not complete after a NICS check is initiated, the licensee must the ATF Form 4473 in his or her records for at least 5 years. Forms with respect to which a sale, delivery, or causier did not take place shall parately retained in aphabetical (by name) or chronological (by date of force's certification) order.

I or the buyer discover that an ATF Form 4473 is incomplete or sperily completed after the firearm has been transferred, and you or the 3 of 6

buyer wish to make a record of your discovery, then photocopy the inaccurate form and make any necessary additions or revisions to the photocopy. You only should make changes to Sections B and D. The buyer should only make changes to Sections A and C. Whoever made the changes should initial and date the changes. The corrected photocopy should be attached to the original Form 4473 and retained as part of your permanent records.

Over-the-Counter Transaction: The sale or other disposition of a firearm by a seller to a buyer, at the seller's licensed premises. This includes the sale or other disposition of a rifle or shotgun to a concesident buyer on such premises.

State Laws and Published Ordinances: The publication (ATF P 5300.5) of State firearms laws and local ordinances ATF distributes to licensees.

Exportantes of Fireserus: The State or Commerce Departments may require you to obtain a license prior to export.

#### Section A

Question L. Transferse's Full Name: The buyer must personally complete. Section A of this form and certify (sign) that the answers are true, correct, and complete. However, if the buyer is unable to read and/or write, the answers (other than the signature) may be completed by another person, excluding the seller. Two persons (other than the seller) must then sign as wimeases to the buyer's answers and signature.

When the boyer of a firearm is a corporation, company, association, parmership, or other such business entity, an officer authorized to act on behalf of the business must complete Section A of the form with his or her personal information, sign Section A, and anach a written statement, executed under penalties of perjury, stating: A) the firearm is being acquired for the use of and will be the property of that business entity and (B) the name and address of that business entity.

ATF Form 4473 (3300.9) Part I Revised August 2008



APPLICATION TO PURCHASE A FIREARM - SECTIONS 29-33 AND 29-37a OF THE CO	ikides (et sekradia)	AL STATUTES
NAME: LANZA Nancy Jean DATE	OF BIRTH: G	2/6/196
(POST OFFICE BOXES NOT ACCEPTED) NOMBER STREET	ndy/took	ZIP
SEX: RACE: W HEIGHT: 5'5" WEIGHT: 128 EYE COLOR: Braw	HAIR COLO	R: pland
SOCIAL SECURITY #: COUNTRY OF CITIZENSHIP: US	NS#:	APPLICABLE
PISTOL PERMIT/ELIGIBILITY CERTIFICATE #: EXPIRA	TION DATE:	UDD/TTT?
POLICE IDENTIFICATION #: AGENCY NAME:		
DRIVERS LICENSE #: STATE: CT EXPIRATION HUNTING LICENSE #: LONG GURS ONLY	N DATE: <u>09/0</u>	16/2010 DOMM
a. Have you ever been convicted in any court of a felony?	Yes	₽ <sub>N</sub> 6
<ul> <li>Have you been convicted in any court of a misdemeanor crime of domestic/family violence</li> </ul>	7 Yes	Livo
Are you now the subject of a restraining or protective order issued by a court, after notice and an opportunity to be heard has been provided to you, in a case involving the use, attempted use or threatened use of physical force against another person?	∐Yes	<b>□</b> 46
d. Have you ever been confined in a hospital for a mental illness within the past twelve (12) months by order of a probate court?	□Yes	₽ To
Have you been discharged from custody within the past twenty (20) years after having been found not guilty of a crime by reason of mental disease or defect?	Yes	<b>□</b> No
f. Are you the subject of a court issued seizure order (risk warrant) per CGS 29-3%c?	Yes	1216
Information provided on this application is subject to verification from sources including probate, cit governmental agencies pursuant to State and Federal Law, e.g., P.A. 98-129 (An Act Concerning Ha (The Brady Act), as may be amended.	vil, and criminal cou ndgun Safety) and l	nts as well as 18 USC 972
I CERTIFY THAT EHE ABOVE ANSWEBS ARE TRUE AND CORRECT. I UNDERSTAN INFORMATION ON THIS DOCUMENT IS A VIOLATION OF SECTION 29-34 AZ CONNECTICUT GENERAL STATUTES AND CONSTITUTES A CLASS	D/OR 29-37e OF	
Maria Singa 3/29/10 BIGNAPORE OF FURNISASER BATE		
I UNDERSTAND THAT A PERSON WHO ANSWERS "YES" TO ANY OF THE ABOVE OF FROM PURCHASING A FIREARM. Riverview Sales	UESTIONS IS PR	COHIBITED
4 Prespect Hill Ret East Windson: CT 06088	3/5/10	,
SIGNATURE OF SALESPERSON DEALER NAME OF APPLICABLE	DATE	

DP3-67-C (Revised 01/03) Previous editions are obtolets
THIS FORM MUST BE FILLED OUT COMPLETELY AND LEGIBLY BY THE SELLER AND PURCHASER

OMB No. 1140 0020

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives

# Firearms Transaction Record Part I -Over-the-Counter

WARNING: You may not receive the used to determine whether you Control Act, 18 U.S.C. 55 921 et a Prepare in original only. All entre	are prohibite eq., are punish	d under law table by up	from receive to 10 years i	ring a firear mprisonmen	n. Certa it and/or	ia viole up to s	S250,000 fin	Gan Serial N	ror's Tra umber (	
this form. "PLEASE PRINT."			2 4 4 5 4 5					0.1		- 6
1. Transferee's Full Name	Section A	- Must Be	Completed F	ersonally By	y Transfe	tes (Bu	(yer)		_	
Last Name		First Name				M	iddle Name (1	f no middle name	s, state "	ראווא
Lanza		Nan	cy				Jean			
Current Residence Address (U Number and Street Address	.S. Postal abbr	City	re acceptable	. Cannot be	e a post o	Mee bo County		State ZI	P Code	
36 Yoganunda St	rest	Dan	icly He	ck		Fai,	rfield	CT	064	85
3. Place of Birth	7.0		4. Height	5. Weight	6. Gen	der	7. Birth Da	te		
U.S. City and State -OR-	Foreign Cou	intry	Ft. 5	(Lbs.)	Male	=	Month	Day	Year	
Lynn MA	1		In. <u>5</u>	128	Fema		09	06	190	
8. Social Security Number (Option	al, but will help	prevenu misia	lenufication)		Personal ions for Q			r (UPIN) if appl	licable /	See
10. Race (Ethniciry) 'Check one or	more bares S	e Instruction	ns for Questi	an 10 -				-		
American Indian or Alaska	The second of the second		or African A	213.05.217			Native Hawai	an or Other Pac	afic Isla	nder
Hispanic or Latino	1,000	Asian					White	(1-14 4-m) - 22		
11. Answer questions 11 a. Generoepoid	ans I through 111			ecking or mari	ding "wes"			the right of the or	austions.	
<ol> <li>Are you the actual transferee/bu acquiring the firearm(s) on be to you. (See Instructions for Qu</li> </ol>	half of another testion (1.a.) E	person. If	you are not you are pick	the actual b	uyer, the	dealer	cannot trans	fer the ffrearm		120
b. Are you under indictment or inf	ornstion in any	court for a	felony, or an	v other crime	for which	th the II	idge could im	prison you for	Yes	No
more than one year? (See Instru	ections for Ques	tion [1.b.]							Yes	
<ul> <li>Have you ever been convicted in than one year, even if you receive</li> </ul>								ed you for more	Yes	四路
d. Are you a fugitive from justice?									Yes	28
e. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, parcotic drug, or any other controlled substance?				Yes	108					
f. Have you ever been adjudicated mentally defective (which includes a determination by a court, board, commission, or other lawful authority that you are a danger to yourself or to others or are incompetent to manage your own affairs) OR have you ever been committed to a mental institution? (See Instructions for Ouestion 11.f.)				Yes	29					
g. Have you been discharged from				conditions?			-		Yes	NB
h. Are you subject to a court order	A CANADA SA		THE REAL PROPERTY.		ig your ch	ild or a	n intimate pa	rmer or child of	Yes	129
such partner? "See Instructions"	for Question 11	.h.)		-11					Yes	26
i. Have you ever been convicted in any court of a misdemeanor crime of domestic violence? (See Instructions for Question 11.1.)			10	14						
j. Have you ever renounced your United States citizenship?		Yes	29							
Are you an olien illegally in the United States?				Y	₩					
Are you a nonumunigrant alien? (See Instructions for Question 11.1.) If you answered "no" to this question, do NOT respond to question 12 and proceed to question 13.				Y=	NO.					
2 If you are a nonimmigrant alien, complete question 20d.) (See In respond to question 1, and processing the processing of the processing	ustructions for (	Question !2.				a "no"	response, the	n de NOT	Yes	Nº
3 What is your State of residence lif any? (See Instructions for Question 13.)	14. What is you one, if appli proceed to	מר כסתונול ס	nu are a citizi	(List/check en of the Unit ited States of	ted States,	1		a citizen of the J.Sissued alien nber?		
ore: Previous Editions Are Obsolete	-		(Huver) Con	ntique to Ne	YE PROP			ATE Form 44717	richt 91 Fe	-1

None: Previous Editions Are Obsolete Page 1 of 6 Transferee (Huyer) Continue to Next Page STAPLE IF PAGES BECOME SEPARATED

ATF Form 4473 (5000.9) Fat: 1 Revised August 2008

on ATF Form 4473. I understand that answering "yes" to question 11.2 Federal law, and may also violate State and/or local law. I understand 11.k. is prohibited from purchasing or receiving a firearm. I understant purchasing or receiving a firearm, unless the person also answers "yes" written statement, or exhibiting any false or misrepresented identification under Federal law, and may also violate State and/or local law. I further of resale for livelihood and profit without a Federal firearms license is a	a. if I am not the actual be that a person who answer of that a person who answer to question 12. I also under the wife respect to this tracer are understand that the reject.	uyer is a crime punishable as a felony up rs "yes" to any of the questions 11.b. thr vers "yes" to question 11.L is prohibited iderstand that making any fabe aral or ansaction, is a crime punishable as a felo petitive purchase of firearms for the pun
16, Transferee's Buyer's Signature		17. Certification Date 03/16/2011
Section B - Must Be Compl		r)
18. Type of firearm(s) to be transferred (check or mark all that apply):    Handgun		or other qualifying event.
20a. Identification (e.g., Virginio Driver's license (VA DL) or other valid governments using Authority and Type of Identification  Number on Identification  PISTC1 Permit CT 98712	on.	Expiration Date of Identification (Vany. Month Day Year
PISTCI Permit CT 987129  20b. Alternate Documentation (if driver's license or other Identification doc	7.5	10 05 2015
20c. All Aliens: Type and dates of documents that establish 90-day residency Type(s) of Document	(e.g., utility bills or lease a Date(s) of residence indic	
Questions 21, 22, or 23 Must Be Completed Prior To The Transfer  21a. Date the transferee's identifying information in Section A was transmitted to NiCS or the appropriate State agency (Month/Day/Year)  Month Day Year  3 /6 Joil  21c. The response initially provided by NiCS or the appropriate State agency was:  Proceed Delayed  Denied (The firearm(s) may be transferred on (MDI data provided by NICS)	21b. The NICS or State of the	transaction number (if provided) was:  tate response was "Deloyed," the follow red from NICS or the appropriate State ap  (date)
if State law permits (optional)]  21 E. (Complete if applicable.) After the fiscarm was transferred, the following (date).  Proceed		김 씨는 살이 많아 나를 하면서 되는 것 같아요. 하는 그 않는데 그 모든 그 모든 사람이 없다.
21f. The name and Brady identification number of the NICS examiner (Opti		999
(name)	(number)	
2. No NICS check was required because the transfer involved only NI		tions for Question 22.)
No NICS check was required because the buyer has a valid permit exemption to NICS (See Instructions for Question 23.)  Issuing State and Permit Type  Date of Issuance (if any)	from the State where the tre	Permit Number (If any)
Section C - Must Be Completed Pe		
If the transfer of the firearm(s) takes place on a different day from the date the Section C immediately prior to the transfer of the firearm(s). (See Instruction		
certify that my answers to the questions in Section A of this form are sti 4. Transferee's/Buyer's Signature	Il true, correct and compl	25. Recertification Date
Transferor (Seiler) Cor	The state of the s	ATF Form 4473 (5300 9) Part 1 Revised August 2008

	Section D - M	ust Be Completed By Transferor (Seller)		
26. Sanufacturer und/or importer (if the sujacturer and importer are different. the FFL should include both)	27. Mødel	28. Senal Number	29. Type (pistal, revolver, rijle, shotgun, receiver, frama, etc.) (See Instructions for question 29)	30. Caliber or Gauge
Sig Sones	575C	UU676027	P15+01	G RIM
Sig toper the.				
Significant tre.				
Total Number of Firearms (Please has	ndwrite by printing e	eg., one, two, three, etc. Do not use numerals.)	30b. Is any part of this to Pawn Redemption?	ansaction a

Complete A	TF Form 1310.4	For Multiple Parchases	of Handanes Within	5 Consecutive Business Days

Trade/corporate name and address of transferor (seller) (Hand stamp may be used.)

Riverview Sales 4 Prospect Hill Road East Windsor, CT 06088 32 Federal Firearms License Number (Must contain at least first three and last five digits of FFL Number X-XX-XXXXX) (Hand stamp may be used.)

6-06-003-01-3L-01035

The Person Transferring The Firearm(s) Must Complete Questions 33-36. For Denled/Cancelled Transactions,
The Person Who Completed Section B Must Complete Questions 33-35.

rify that my answers in Sections B and D are true, correct, and complete. I have read and understand the Notices, Instructions, and Definitions LTF Form 4473. On the basis of: (1) the statements in Section A (and Section C if the transfer does not occur on the day Section A was comed); (2) my verification of the identification noted in question 20a (and my reverification at the time of transfer if the transfer does not occur on the Section A was completed); and (3) the information in the current State Laws and Published Ordinances, it is my belief that it is not unlawful for n sell, deliver, transport, or otherwise dispose of the Greatm(s) listed on this form to the person identified in Section A.

Transferor's/Seller's Name (Please print) 34. Transferor's/Seller's Signature 35. Transferor's/Seller's Title 36. Date Transferred Eric Reis 3-16-20/1

#### NOTICES, INSTRUCTIONS AND DEFINITIONS

the of the Form: The information and certification on this form are med so that a person licensed under 18 U.S.C. § 923 may determine if he e may lawfully sell or deliver a firearm to the person identified in on A, and to alert the buyer of certain restrictions on the receipt and assign of firearms. This form should only be used for sales or transfers a the seller is licensed under 18 U.S.C. § 923. The seller of a firearm determine the involutions of the transaction and maintain proper records a transaction. Consequently, the seller must be familiar with the stone of 18 U.S.C. §§ 921-931 and the regulations in 27 CFR Part 478, armining the iswfulness of the sale or delivery of a long gun irific or may to a resident of another State, the seller is presumed to know the cable State laws and published ordinances in both the seller's State and uyer's State.

the seller has completed the firearms transaction, he or she must make suppleted, original ATF form 4473 (which includes the Notices, General testions, and Definitions), and any supporting documents, part of his or transaction records. Such Forms 4473 must be retained for at least 20.

Filing may be chronological (by date), alphabetical (by name), or rical thy transaction ratial number), as long as all of the weller's least forms 4473 are filed in the same manner. FORMS 4473 FOR IED/CANCELLED TRANSFERS MUST BE RETAINED: If the transfer irration is denied/ceacelled by MICS, or if for any other reason the or is not complete after a MICS thenk is initiated, the licensee must the ATF form 4473 in his or her remords for at least 5 years. Forms with respect to which a sale, delivery, or transfer did not take place shall parately retained in alphabetical (by name) or chronological (by date of farce's certification) order.

t or the buyer discover that an ATF Form 4473 is incomplete or sperly completed after the firearm has been transferred, and you or the 3 of 6 buyer wish to make a record of your discovery, then photocopy the maccurate form and make any necessary additions or revisions to the photocopy. You only should make changes to Sections B and D. The buyer should only make changes to Sections A and C. Whoever made the changes should initial and date the changes. The corrected photocopy should be attached to the original Form 4473 and retained as part of your permanent records.

Over-the-Counter Transaction: The sale or other disposition of a firearm by a seller to a buyer, at the seller's licensed premises. This includes the sale or other disposition of a rifle or shorgun to a nonresident buyer on such premises.

State Laws and Published Ordinances: The publication (ATF P 5300.5) of State firearms, laws and local ordinances ATF distributes to licensees.

Expertation of Firearms: The State or Commerce Departments may require you to obtain a license prior to expert.

#### Section A

Question 1. Transferee's Foll Name: The buyer must personally complete Section A of this form and certify (sign) that the answers are true, correct, and complete. However, if the buyer is unable to read and/or write, the answers (other than the signature) may be completed by another person, excluding the seller. Two persons (other than the seller) must then sign as witnesses to the buyer's answers and signature.

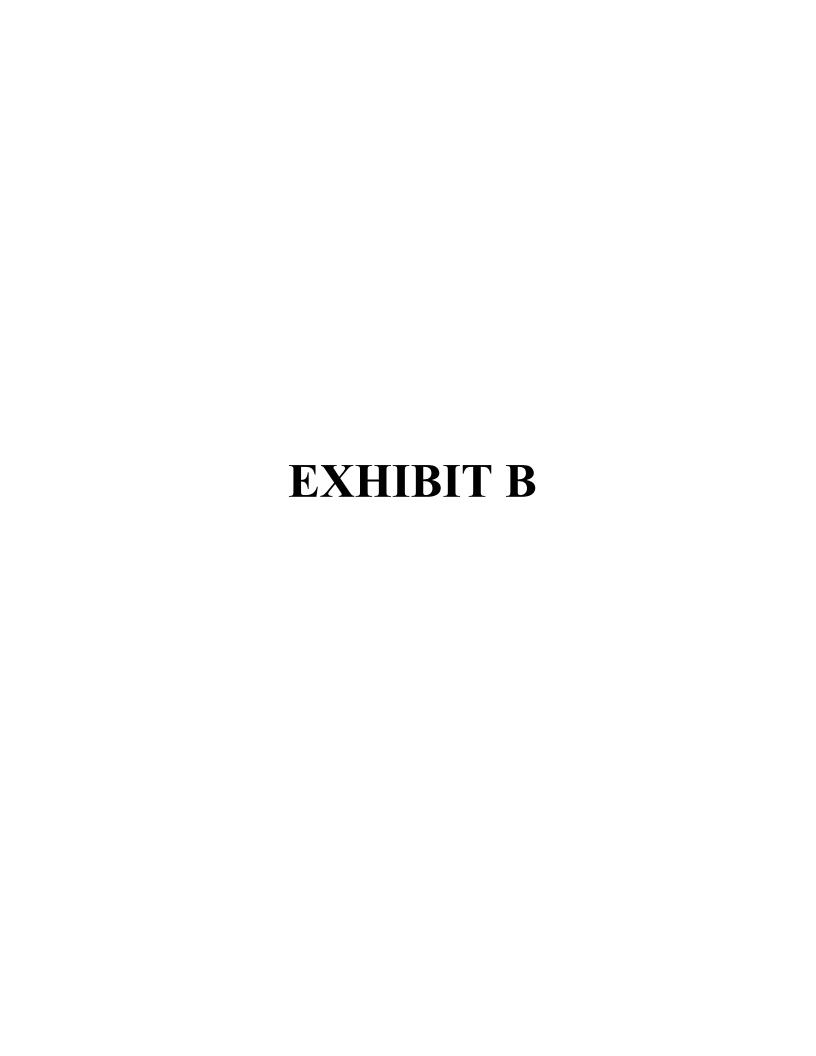
When the buyer of a firearm is a corporation, company, association, partnership, or other such business entity, an officer authorized to act on behalf of the business must complete Section A of the form with his or her personal information, sign Section A, and aranch a written statement, executed under penalties of perjury, stating: (A) the firearm is being acquired for the use of and will be the property of that business entity and (B) the name and address of that business entity

ATF Form 4473 (5300.9) Pan I Revised August 2008

APPLICATION TO PURCHASE A FIREARM - SECTIONS 29-33 AND 29-375 OF THE WEAPON TYPE: GRANDGUN LONG GUN SALE AUTHORIZATION NUMBER(S)	Section 19 Contract of the Con	AL STATUTES
	TE OF BIRTH:	09/06/60
RESIDENTIAL ADDRESS: 36 Yogananda STreet Son	dy Hank CT	06480 ZIF
SEX: F RACE: WHEIGHT: 5'S WEIGHT: 128 EYE COLOR: 61-	HAIR COLO	R. Bones
SOCIAL SECURITY # COUNTRY OF CITIZENSHIP: U.	SA INS#	APPLICABLE
PISTOL PERMIT/ELIGIBILITY CERTIFICATE # 987129 EXPI	RATION DATE:	10/05/15
POLICE IDENTIFICATION #: AGENCY NAME:		
DRIVERS LICENSE #: STATE: CT EXPIRATE HUNTING LICENSE #: LONG GUAS ONLY		אסמזד
a. Have you over been convicted in any count of a felong?	⊒Yes	<b>H</b> No
b. Have you been convicted in any court of a misdemeanor crime of domestic/family viole	nce? Tyes	₽No
Are you now the subject of a restraining or protective order issued by a court, after notice and an opportunity to be heard has been provided to you, in a case involving the use, attempted use or threatened use of physical force against another person?	oc ∐Yes	⊒ <del>N</del> o
Have you ever been confined in a hospital for a mental illness within the past twoive (12 months by order of a probate count?	) □Yes	⊡‰.
Have you been discharged from custody within the past swenty (20) years after having been found not guilty of a crims by reason of mental disease or defect?	□Yes	⊡No.
Are you the subject of a court issued seizure order (risk warrant) per CGS 29-380?	☐Yes	₽₹o
information provided on this application is subject to verification from sources including probate.		
	nanogun salety) and i	
The Brady Act), as may be amended.	AND THAT PROVID AND/OR 29-376 OF	
The Brady Act), as may be attended.  I CERTIFY TEAT THE ABOVE ANSWERS ARE TRUE AND CORRECT. I UNDERST.  INFORMATION ON THIS DOCUMENT IS A VIOLATION OF SECTION 29-34	AND THAT PROVID AND/OR 29-376 OF	
Maxes 1 Long 3/16/2011	AND THAT PROVID AND/OR 29-370 OF SS D FELONY.	THE

DPS-67-C (Revised 1870)) Provious cellilors are obsolute
THIS FORM MUST BE FILLED OUT COMPLETELY AND LEGIBLY BY THE SELLER AND PURCHASER





NO. FBT CV 15 6048103 S : SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX

OF THE ESTATE OF

VICTORIA L. SOTO, ET AL : JUDICIAL DISTRICT OF FAIRFIELD

V. : AT BRIDGEPORT

**BUSHMASTER FIREARMS** 

INTERNATIONAL, LLC, a/k/a, ET AL : AUGUST 3, 2016

# PLAINTIFFS' SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to the Practice Book, the plaintiffs respectfully request that the defendants, Remington Outdoor Company, Inc. and Remington Arms Company, LLC, answer and respond to the following Second Set of Requests for Production of Documents.

#### **INSTRUCTIONS AND DEFINITIONS**

These Requests for Production are served pursuant to Chapter Thirteen of the Connecticut Practice Book, and the defendants' obligations to respond to such Requests for Production are as set forth therein. Documents shall be produced consistent with the terms of the Case Management Order. In addition:

- 1. "The Company" means Remington Outdoor Company, Inc., Remington Arms Company, LLC, and any and all subsidiaries, affiliated brands, and predecessor companies including but not limited to Freedom Group, Inc. and Bushmaster Firearms International, LLC, and including their current and former employees, agents, officers, directors, and representatives.
- 2. "AR-15 type rifle" means a gas-operated, magazine-fed, AR-15/M16/M4/ACR type rifle, regardless of whether it is semi-automatic or select fire.
- 3. "Civilian market" means all domestic, non-military, non-law enforcement potential buyers or consumers of AR-15 type rifles, including distributers and retailers that sell to civilians.

#### REQUESTS FOR PRODUCTION

Unless otherwise specified, these Requests for Production seek information from the period

January 1, 2006 to the present. To the extent not already produced in response to Plaintiffs' First

Requests for Production, produce the following:

- 1. Annual/corporate reports produced by or at the behest of the Company.
- 2. Annual/corporate reports produced by or at the behest of Bushmaster Firearms International, LLC a/k/a/ Bushmaster Firearms from 1976 to the present.
- 3. Product catalogues produced by or at the behest of the Company or Bushmaster Firearms International, LLC a/k/a/ Bushmaster Firearms from 1976 to the present.
- 4. The Company's Code of Business Conduct and Ethics and/or any similar document regardless of its title.
- 5. Any applications or other paperwork related to the issuance or renewal of all Federal Firearms Licenses held by the Company.
- 6. Any contracts or other paperwork concerning the Company's relationship with any individuals, companies or other entities identified in response to Interrogatory No. 4.
- 7. Any contracts or other paperwork concerning the Company's relationship with any individuals, companies or other entities identified in response to Interrogatory No. 5.
- 8. Any contracts or other paperwork concerning the Company's relationship with any entity identified in response to Interrogatory No. 6, subpart d.
- 9. Copies of the job descriptions of the individuals identified in response to Interrogatory No. 7 of the Plaintiffs' First Set of Interrogatories. This is a request for the job descriptions of these individuals at the time they held the responsibilities described in Interrogatory No. 7.
- 10. All documents pertaining to the acquisition of the Bushmaster brand and/or Bushmaster Firearms International, LLC by the Company and/or Cerberus Capital Management.
- 11. Copies of all documents identified in your responses to the Plaintiffs' First Set of Interrogatories.
- 12. All documents **from 1999 to the present** that catalogue, discuss, and/or reference any non-military, non-law enforcement assault with an AR-15 type/AK-47 type rifle, or other semiautomatic rifle with a pistol grip, that resulted in injury or death.
- 13. All documents **from 1993 to 2005** concerning the manufacture, modification, or marketing of AR-15 type assault rifles during the federal assault weapons ban.

# THE PLAINTIFFS,

By /s/ Alinor C. Sterling

JOSHUA D. KOSKOFF ALINOR C. STERLING KATHERINE MESNER-HAGE

jkoskoff@koskoff.com asterling@koskoff.com khage@koskoff.com

KOSKOFF KOSKOFF & BIEDER 350 FAIRFIELD AVENUE BRIDGEPORT, CT 06604

PHONE: (203) 336-4421 FAX: (203) 368-3244

**JURIS #32250** 

#### **CERTIFICATION**

This is to certify that a copy of the foregoing has been mailed, postage prepaid, and emailed this day to all counsel of record, to wit:

For Bushmaster Firearms International LLC, a/k/a; Freedom Group, Inc., a/k/a; Bushmaster Firearms, a/k/a; Bushmaster Firearms, Inc., a/k/a; Bushmaster Holdings, Inc., a/k/a Remington Arms Company, LLC, a/k/a; Remington Outdoor Company, Inc., a/k/a

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Diserio Martin O'Connor & Castiglioni, LLP
One Atlantic Street
Stamford, CT 06901
jwhitcomb@dmoc.com

TEL: (203) 358-0800 FAX: (203) 348-2321

For Remington Arms Company, LLC, a/k/a; Remington Outdoor Company, Inc., a/k/a

Andrew A. Lothson, Esq.
James B. Vogts, Esq.
Swanson Martin & Bell, LLP
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Chicago, IL 60611
alothson@smbtrials.com
jvogts@smbtrials.com

TEL: (312) 321-9100 FAX: (312) 321-0990

For Camfour, Inc.; Camfour Holding, LLP, a/k/a

Scott Charles Allan, Esq. Renzulli Law Firm, LLP 81 Main Street, #508 White Plains, NY 10601 sallan@renzullilaw.com TEL: (914) 285-0700 FAX: (914) 285-1213

For Riverview Sales, Inc.;

David LaGuercia

Peter Matthew Berry, Esq.
Berry Law LLC
107 Old Windsor Road, 2<sup>nd</sup> Floor
Bloomfield, CT 06002
firm@berrylawllc.com

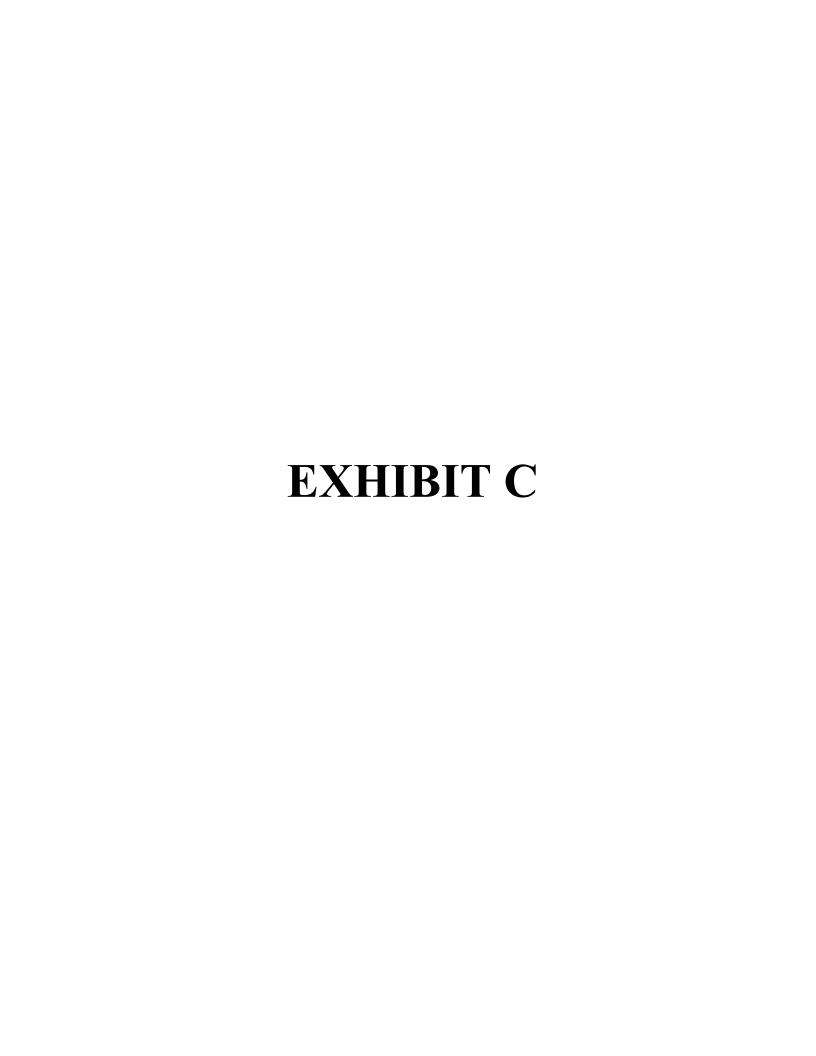
TEL: (860) 242-0800 FAX: (860) 242-0804

/s/ Alinor C. Sterling
JOSHUA D. KOSKOFF
ALINOR C. STERLING

KATHERINE MESNER-HAGE

# **DEFENDANTS' CERTIFICATION**

This is to certify that I,		, have read the foregoing
answers to First Set of Interrogatoric	es and state	e that they are true and accurate to the best of my
knowledge and belief on this	_ day of	, 2016.
		INGTON OUTDOOR COMPANY, INC. INGTON ARMS COMPANY, LLC
	By: _	
		Its:
STATE OF COUNTY OF	) )	SS.
On the day of		, 2016, before me personally appeared
, who	affirmed ur	nder oath the truth of the foregoing interrogatories and
also acknowledged his/her execution o	f the above	document.
		Notary Public
		My Commission Expires:



NO. UWY-CV15 6050025 S : SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX
OF THE ESTATE OF

VICTORIA L. SOTO, ET AL. : COMPLEX LITIGATION DOCKET

VS. : AT WATERBURY

**BUSHMASTER FIREARMS** 

INTERNATIONAL, LLC, a/k/a, ET AL. : APRIL 22, 2020

# PLAINTIFFS' THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to the Practice Book, the plaintiffs respectfully request that the defendants, Remington Outdoor Company, Inc., Remington Arms Company, LLC, Bushmaster Firearms, Bushmaster Firearms, Inc., Bushmaster Firearms International, LLC, Bushmaster Holdings, LLC, and Freedom Group, Inc. answer and respond to the following Third Set of Requests for Production of Documents.

# **INSTRUCTIONS AND DEFINITIONS**

These Requests for Production are served pursuant to Chapter Thirteen of the Connecticut Practice Book, and the defendants' obligations to respond to such Requests for Production are as set forth therein. Documents shall be produced consistent with the terms of the Case Management Order. Unless otherwise stated in the Requests, the relevant date range is January 1, 2006 to present. In addition:

- 1. "Advertisement" means any attempt, other than by use of a price tag, to directly or indirectly induce the purchase or rental of merchandise at retail, appearing in any newspaper, magazine, periodical, catalog, circular, in-store or out-of-store sign or other written matter placed before the consuming public, or in any product placement, promotion, radio broadcast, television broadcast, electronic medium or delivered to or through any computer, including websites, Social Media, and video games.
- 2. "Assault Rifle" means (1) "assault rifle" as defined in CT Gen Stat §§ 53-202a(1)(B), (E), and (F) (2013), and/or (2) any firearm otherwise depicted or designated as an AR-15 type or AR-15 style, or M16 or M4 type or style rifle, or ACR (Adaptive Combat Rifle) type.
- 3. "Designated Market Areas" means a group of counties that form an exclusive geographic area in which the home market television stations hold a dominance of total

hours viewed.

- 4. "Document" is used herein in the broadest sense of the term and means all records, written proof, and other tangible media of expression of whatever nature however and wherever created, produced or stored (manually, mechanically, electronically or otherwise), including without limitation all versions whether draft or final, all annotated or nonconforming or other copies, electronic mail ("e-mail"), instant messages, text messages, Social Media posts, Social Media messages, Blackberry or other wireless device messages, voicemail, calendars, date books, appointment books, diaries, books, papers, files, notes, confirmations, accounts statements, correspondence, memoranda, reports, records, journals, registers, analyses, plans, manuals, policies, photographs, telegrams, faxes, telexes, wires, telephone logs, telephone messages, message slips, minutes, notes or records or transcriptions of conversations or communications or meetings, tape recordings, videotapes, disks, and other electronic media, microfilm, microfiche, storage devices, press releases, contracts, agreements, notices and summaries. Any non-identical version of a Document constitutes a separate Document within this definition, including without limitation drafts or copies bearing any notation, edit, comment, marginalia, underscoring, highlighting, marking, or any other alteration of any kind resulting in any difference between two or more otherwise identical Documents. In the case of Documents bearing any notation or other marking made by highlighting ink, the term Document means the original version bearing the highlighting ink, which original must be produced as opposed to any copy thereof.
- 5. "Firearm" means any weapon (including but not limited to a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; and any Firearm muffler or Firearm silencer.
- 6. "Marketing Campaign" refers to an effort to develop, maintain or expand the market of users and purchasers of Your products and includes, but is not limited to, the conception and formulation of the effort, the research conducted in furtherance of the effort, the investment in the effort, the means by which the effort was carried out, and the tracking of its effect and results.
- 7. "Social Media" means any social media platform or message board, including but not limited to, Facebook, Instagram, YouTube, Reddit, Tumblr, 4chan, Twitter, thefirearmblog.com, and AR-15.com.
- 8. "Target Market" means customers and potential customers to whom You want to market Your products and services to and to whom You direct Your marketing efforts.
- 9. "You," "Your," and "The Company" means Remington Outdoor Company, Inc., Remington Arms Company, LLC, and any and all subsidiaries, affiliated brands, and predecessor companies including but not limited to Freedom Group, Inc. and Bushmaster Firearms International, LLC, and including their current and former employees, agents, officers, directors, and representatives.

# **REQUESTS FOR PRODUCTION**

To the extent not already produced in response to Plaintiffs' First or Second Requests for

# Production, produce the following:

1. True, accurate, and complete copies of each and every Advertisement for Assault Rifles that is or was available or accessible in Designated Market Areas that include Connecticut or to a national audience since January 1, 1999.

#### **RESPONSE:**

2. All Documents concerning any Social Media Marketing Campaigns, including any referenced in or related to the Advertisements referenced in Request 1, above, including but not limited to Your policies, procedures, and practices for posting content on Social Media, reposting user generated content on Social Media, selecting and referencing hashtags on Social Media posts, drafting Social Media captions, tagging third party individuals or entities on Social Media posts, recruiting Social Media users to promote Your products on their personal accounts, and any and all web analytics and data related to consumer traffic for Your Social Media content.

#### **RESPONSE:**

3. A list of all domain names or sub-domain names owned or controlled by You, including but not limited to the domain names listed in Appendix A.

#### **RESPONSE:**

4. All Documents concerning any domain names or sub-domain names owned or controlled by You, including but not limited to those domain names referenced in Appendix A, and any web analytics or other data related to those domains.

#### **RESPONSE:**

5. Documents sufficient to show on what dates, in what localities or Designated Market Areas, and on what media platforms and third-party websites You disseminated, published, posted, distributed, and/or broadcast each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

6. Documents sufficient to show Your participation in behavioral targeted advertising, including but not limited to canvas fingerprinting, cookie syncing and other methods to track Your Target Market and other consumers' behavior and preferences online.

7. All renditions and versions of the Advertisements referenced in Request 1, above, including but not limited to any drafts, alternate versions, storyboards, outtakes, animatics, and sketches.

#### **RESPONSE:**

8. All Documents concerning the creation, development, or editing of each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

9. Documents sufficient to identify any and all persons and entities responsible for creating, developing, and approving each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

10. All Documents concerning any communications to or from any advertising, marketing, media, public relations, or similar consultants employed to assist You in developing, maintaining, marketing, or distributing an Assault Rifle under the Remington or Bushmaster brands, including without limitation all communications with Brown & Company; Gyro; Activision Value Publishing, Inc.; Mastiff, LLC; Mastiff Games, LLC; Nexon America, Inc.; other Nexon entitites; Retail Sports Marketing; Campbell Ewald; Hill & Knowlton; Southwick Associates; Combat Arms; Sports Marketing Research Group; SportsOneSource; the National Shooting Sports Foundation; and the National Rifle Association.

#### **RESPONSE:**

11. All Documents concerning any communications to or from any television network, cable television, streaming service, digital media, Social Media, radio, or other commercial platform relating to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

#### **RESPONSE:**

12. All Documents concerning any communications to or from any advertising agency or entity employed to assist You in developing, maintaining, marketing, or distributing any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

#### **RESPONSE:**

13. All Documents concerning any communications to or from freelancers, influencers, or individuals paid or encouraged to post positive reviews or otherwise promote, develop, maintain, market, or distribute any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

14. All Documents concerning any Marketing Campaigns or strategies related to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any efforts to sponsor or pay to display the Advertisements, campaigns, domain, or sub-domain names on Social Media or other platforms, any algorithms or other means used to ensure that the Advertisements, campaigns, domain, and sub-domain names reached particular audiences on Social Media or other platforms, and any research used to identify the individuals or demographics viewing the Advertisements, campaigns, domain, and sub-domain names on Social Media or other platforms, including but not limited to their characteristics, backgrounds, likes, and dislikes.

#### **RESPONSE:**

15. All Documents concerning Your Target Market, including but not limited to any research regarding Your Target Market and any strategies and Marketing Campaigns related to attracting Your Target Market.

# **RESPONSE:**

16. All Documents concerning buying patterns of Your Target Market, including but not limited to patterns regarding the purchasing of Assault Rifles; patterns regarding the purchasing of assault rifles as gifts; patterns regarding proxy or straw purchasing of Assault Rifles; and patterns regarding purchasing of Assault Rifles by one family member for the use of another family member.

#### **RESPONSE:**

17. All Documents concerning any complaints, questions, or comments by any persons, including but not limited to consumers and government agencies or entities, regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any complaints, questions, or comments regarding the Firearms depicted in the Advertisements, Social Media campaigns, domains, or sub-domains.

#### **RESPONSE:**

18. All Documents concerning any communications to or from Your competitors regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

#### **RESPONSE:**

19. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding consumer perceptions of, opinions of, or reactions to your Marketing Campaigns including each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

20. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding the effect of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain or sub-domain names in Request 3 and 4, above, on consumer motivations for purchasing Firearms, including but not limited to those Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

21. All contracts with any third-party advertising, marketing, or design agencies.

#### **RESPONSE:**

22. All marketing plans and creative briefs, including but not limited to internal creative briefs and creative briefs made by or for third-party advertising, marketing, or design agencies, created or used since January 1, 1999.

#### **RESPONSE:**

23. All Documents concerning any product placement of Assault Rifles, including but not limited to video games, television shows, movies, or other types of media, since January 1, 1999.

#### **RESPONSE:**

24. All Documents concerning any actual or contemplated test, study, analysis, or evaluation considered, undertaken, or designed to prove, substantiate, disprove, or evaluate any statement or claim made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

25. All Documents substantiating any claims made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, regarding the specifications, benefits, safety, performance, efficiency, quality, or nature of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

26. All Documents concerning the target and actual or realized demographics associated with any marketing strategies since January 1, 1999, including but not limited to each of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

27. All research conducted on and communications concerning any national or Connecticut Firearms laws, statutes, regulations, court orders, court opinions, and executive orders, and all Documents concerning the Advertisements' compliance with those laws, statutes, regulations, court orders, court opinions, and executive orders.

#### **RESPONSE:**

28. All marketing, advertising or ethical guidelines, statutes, or decisional law consulted by You in connection with the development or dissemination of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

29. All Documents concerning Your efforts to comply with any national or Connecticut advertising or marketing laws, statutes, regulations, or guidelines, including but not limited to those related to privacy or child protection, such as the Children's Online Privacy Act ("COPPA"), those related to advertising or marketing ethics, Firearms industry guidelines, FTC rulings and/or standards, Connecticut trade practice guidelines, and guidance from the National Advertising Division of the Better Business Bureau.

#### **RESPONSE:**

30. All Documents concerning the risks of keeping an Assault Rifle in the home, including but not limited to any studies, reports, news articles, surveys, or communications, whether created by You or a third party.

#### **RESPONSE:**

31. All Documents concerning how to address mass shootings, school shootings, domestic violence, and any other potential crimes that may impact Your business.

#### **RESPONSE:**

32. All Documents concerning any communications to or from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate regarding the development, marketing, or selling of Assault Rifles.

#### **RESPONSE:**

33. All Documents concerning any mailing lists You have received, bought, or sold for direct or other Marketing Campaigns, including any purchased or obtained from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate since January 1, 1999.

34. All Documents concerning any communications to or from Cerberus regarding the development, marketing, or selling of Firearms since January 1, 1999, including any marketing plans, sales projections, and marketing or advertising budgets.

#### **RESPONSE:**

35. Documents sufficient to identify all past or present complaints to You, complaints to the National Advertising Division or Children's Advertising Review Unit of the Better Business Bureau, FTC, or other regulatory body, civil or criminal complaints, claims, lawsuits, court proceedings, and/or administrative or other proceedings against You in any jurisdiction within the United States concerning any of the Assault Rifles depicted in the advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

36. True and correct copies of Your organizational charts for each division (and each department therein) responsible for the creation, development, advertising, marketing, promotion, or sale of any of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

#### **RESPONSE:**

37. All Documents, including but not limited to agendas, minutes, recordings, summaries, or reports, reflecting meetings, whether formal or informal, of Your board of directors or any committee or subcommittee thereof, discussing Your Assault Rifle Marketing Campaigns, the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, any Firearms depicted in those Advertisements, Social Media campaigns, domain and sub-domain names or any other topic in these Requests.

#### **RESPONSE:**

38. To the extent not already requested in Requests 2, 14, 15, 33 and/or 37, all Documents concerning any Marketing Campaign for Assault Rifles.

- 39. All Documents concerning investigations conducted into the shootings at Sandy Hook Elementary School and 36 Yogananda Street, Newtown on December 14, 2012 by government officials, including, but not limited to:
  - State's Attorney for the Judicial District of Danbury;
  - Connecticut State Police
  - Connecticut State Police- Western District Major Crime;
  - Connecticut State Police- Central District Major Crime;
  - Connecticut State Police-Eastern District Major Crime;
  - Connecticut State Police- Emergency Services Unit;
  - Connecticut State Police-Troop A, Southbury
  - Connecticut State Police-Computer Crimes and Electronic Evidence Unit
  - Connecticut State Police-Collision, Analysis and Reconstruction Squad;
  - Connecticut Department of Energy and Environmental Protection;

- Forensic Science Laboratory, Division of Scientific Services, Department of Emergency Services and Public Protection;
- Office of the Chief Medical Examiner;
- Bureau of Alcohol, Tobacco, Firearms and Explosives;
- Federal Bureau of Investigation;
- United States Attorney's Office;
- United States Marshals Service
- United States Postal Service; and,
- Municipal Police Departments, including but not limited to the Town of Newtown.

#### **RESPONSE:**

# THE PLAINTIFFS,

By /s/ Joshua D. Koskoff

JOSHUA D. KOSKOFF ALINOR C. STERLING JEFFREY W. WISNER

jkoskoff@koskoff.com

asterling@koskoff.com

jwisner@koskoff.com

**KOSKOFF KOSKOFF & BIEDER 350** 

FAIRFIELD AVENUE BRIDGEPORT, CT 06604

PHONE: (203) 336-4421 FAX: (203) 368-3244

**JURIS #32250** 

Jacobus J. Schutte, Esq. (pro hac vice)

1285 Avenue of the Americas New York, NY 10019-6064 jschutte@paulweiss.com

Their Attorneys

#### **APPENDIX A**

1816clothing.bizamericanwitharemington.info1816clothing.coamericanwitharemington.net1816clothing.comamericanwitharemington.org1816clothing.infoamericanwitharemington.us

1816clothing.net auto-detector.biz 1816remington.biz auto-detector.net 1816remington.co autodetector.biz autodetector.net 1816remington.com 1816remington.info barnesbullets.adult 1816remington.net barnesbullets.com 1911r1.com barnesbullets.lgbt 300aac.com barnesbullets.porn

300aac.combarnesbullets.porn300aacblackout.combarnesbullets.sexy300blackout.combest1911.com

300blk.com buckhammerchallenge.com

aac-blog.com bushmaster.adult aacblackcard.biz bushmaster.com aacblackcard.co bushmaster.lgbt aacblackcard.com bushmaster.porn aacblackcard.org bushmaster.sexy aacblackout.com bustingclays.com aacblackoutcard.biz canuaac.com aacblackoutcard.co dakotaammo.com aacblackoutcard.com dakotaarms.adult

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americanwitharemington.biz e-remington-sons.com

eapublicsafety.com eighteensixteen.com eighteensixteen.net elsagamerica.com elsagamericas.com

elsagamericaspublicsafety.com

erpchandguns.com

fgiops.com fgipr.com

freedom-group.com freedomgroupmedia.com

georgekollitides.ceo

georgekollitides4nraboard.com

gkollitides.ceo

gkollitides4nraboard.com gkollitidies4nraboard.com greatamericanbirdhunt.com

gunclubgear.com

harringtonrichardson.com

hr1871.adult hr1871.com hr1871.lgbt

hr1871.porn hr1871.sexy kollitides.ceo

marlincountrystore.com marlincustom.com

marlinfirearms.adult marlinfirearms.com marlinfirearms.lgbt marlinfirearms.porn

marlinfirearms.sexy mk-coastal.biz mk-coastal.co mk-coastal.com mk-coastal.info mk-coastal.net

mk-coastal.us mk-prairie.biz mk-prairie.co

mk-coastal.org

mk-prairie.com mk-prairie.info mk-prairie.net mk-prairie.org

mk-prairie.us mkprairie.biz mkprairie.co

mkprairie.com mkprairie.info

mkprairie.net mkprairie.org

mkprairie.us mobileplatehunter.com

mountainkhakis.adult mountainkhakis.lgbt mountainkhakis.porn mountainkhakis.sexy

mph-900.com mph900.biz mph900.com mph900.info mph900.net

myremingtoncountry.com

nesika-action.biz
nesika-action.co
nesika-action.com
nesika-action.net
nesika-action.org
nesika-action.tv
nesika-action.us
nesika-bay.biz
nesika-bay.co
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nesika-bay.net
nesika-bay.org
nesika-bay.tv
nesika-bay.us
nesika-rifles.biz
nesika-rifles.co
nesika-rifles.com
nesika-rifles.net
nesika-rifles.org
nesika-rifles.tv
nesika-rifles.us

nesika.biz

nesika.co nesika.net nesika.org nesika.tv nesika.us nesikaaction.biz nesikaaction.co nesikaaction.com nesikaaction.net nesikaaction.org nesikaaction.site nesikaaction.tv nesikaaction.us nesikabay.biz nesikabay.co nesikabay.net nesikabay.org nesikabay.tv nesikabay.us nesikafirearms.biz nesikafirearms.co nesikafirearms.com nesikafirearms.net nesikafirearms.org nesikafirearms.tv nesikarifles.biz nesikarifles.co nesikarifles.com nesikarifles.net nesikarifles.org nesikarifles.tv nesikarifles.us outdoor-roadmap.com outdoor-roadmap.net outdooroadmap.com outdooroadmap.net outdoorroadmap.com outdoorroadmap.net outdoors-roadmap.com outdoors-roadmap.net outdoorserviceco.com outdoorsroadmap.com

outdoorsroadmap.net

outdoorsroadmap.org pantherarms.com para-ordnance.com para-usa.adult para-usa.com para-usa.lgbt para-usa.porn para-usa.sexy paraord.com paraordnance.com parker-gun.com parker-guns.com parkergun.com parkergunmaker.com parkergunmakers.com parkerguns.adult parkerguns.lgbt parkerguns.porn parkerguns.sexy parkershotguns.com r1816f.org r51.biz r51.co r51.us reles.biz reles.net relesmph900.com

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remington-catalog.com
remington-coop.com
remington-elsag.biz
remington-elsag.com
remington-elsag.net
remington-guns.com
remington-university.com
remington.adult

remington.adult remington.com remington.info remington.lgbt remington.porn remington.tv

remington1816apparel.biz remington1816apparel.co remington1816apparel.com remington1816apparel.info remington1816apparel.net remington1816clothing.biz remington1816clothing.co remington1816clothing.com remington1816clothing.info remington1816clothing.net remington1816foundation.com remington1816foundation.org

remington1816gear.biz
remington1816gear.co
remington1816gear.com
remington1816gear.info
remington1816gear.net
remington700.com
remington700.org
remington700.tv
remington700.us
remingtonairgun.com
remingtonairguns.com

remingtonarmericanbirdhunt.com

remingtonarms.biz remingtonarms.info remingtonarms.net remingtonarms.org

remingtonarmscompanyinc.biz

remingtonarmscompanyinc.com remingtonarmscompanyinc.info remingtonarmscompanyinc.net remingtonarmscompanyinc.org

remingtonartwork.com
remingtonbirdhunt.com
remingtonboxorder.com
remingtoncampcooking.com
remingtonchristmas.com
remingtoncoop.com
remingtoncountry.com
remingtoncountry.shop
remingtoncountryguide.com
remingtoncountryguideservice.com
remingtoncountryoutfitter.com
remingtoncountrystore.com

remingtoncustom.com

remingtoncustomshop.com

remingtoncutlery.biz
remingtoncutlery.com
remingtoncutlery.info
remingtoncutlery.net
remingtoncutlery.org
remingtondeer.com
remingtondefense.com
remingtonducks.com
remingtonelsag.biz
remingtonelsag.com
remingtonelsag.net

remingtonelsaglawenforcementsystems.biz remingtonelsaglawenforcementsystems.com remingtonelsaglawenforcementsystems.net remingtonfireamrsclassactionsettlement.com

remingtonfirearms.net remingtonfirearms.tv remingtonfirearms.us

remingtonfirearmsclassactionsettlement.com

remingtonfootwear.com remingtonfoundation.com remingtonfoundation.org remingtongamecalls.com remingtongreatamerican.com

remingtongreatamericanbirdhunt.com

remingtongunsafes.com remingtonhandgun.com remingtonhandgun.net remingtonhandgun.org remingtonhandguns.biz remingtonhandguns.co remingtonhandguns.com remingtonhandguns.net remingtonhandguns.org remingtonhandguns.us remingtonle.com remingtonmil.com remingtonmilitary.com remingtonnewsletter.com remingtonoutdoor.biz remingtonoutdoor.com

remingtonoutdoor.info

remingtonoutdoor.mobi remingtonturkey.com remingtonoutdoor.net remingtonwaterfowl.com remingtonoutdoor.org remingtonwhitetails.com

remingtonoutdoor.us remlink.com remingtonoutdoorco.biz rempac.org

remingtonoutdoorco.co respectremington.com remingtonoutdoorco.com respectremington.net remingtonoutdoorco.info respectremington.org remingtonoutdoorco.net respectremington.tv remingtonoutdoorco.org respectremington.us

remingtonoutdoorco.us roc-stars.biz
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remingtonoutdoorcompany.org roc-stars.us
remingtonoutdoorcompany.us rocperks.com
remingtonoutdoorfoundation.biz rocstars.cool
remingtonoutdoorfoundation.com rocstars.guru

remingtonoutdoorfoundation.info

remingtonoutdoorfoundation.net rofemail.net remingtonoutdoorfoundation.org rofphone.com remingtonoutdoors.org shootability.biz remingtonpartnerstore.com shootability.co remingtonpartsstore.com shootability.com remingtonpmpd.com shootability.org

remingtonrebates.com shootability.us remingtonrepairs.com shopremingtoncountry.com

rofemail.com

remingtonrewards.biz silencerblog.com
remingtonrewards.co silencershoot.com
remingtonrewards.com silentarmyapparel.com

remingtonrewards.info squeeg-e.co
remingtonrewards.mobi squeeg-e.com
remingtonrewards.net squeeg-e.net
remingtonrewards.org squeeg-e.us

remingtonrewards.us takeastandnow.com

remingtonshootingschool.com tapco.com
remingtonsportingdog.com tapco.lgbt
remingtonsports.com tapco.sexy
remingtonsucks.com thebest1911.com

remingtontd.com thecustomgunshop.com

remingtontreestand.com theremington1816foundation.com

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theremingtonfoundation.com
theremingtonfoundation.org
thesilencerblog.com
toweringdwarf.com
toweringdwarfmedia.com
ultimatemuzzleloader.biz
ultimatemuzzleloader.co

ultimatemuzzleloader.com ultimatemuzzleloader.net ultimatemuzzleloader.org ultimatemuzzleloader.us womenshoot.net womenshoot.org womenshoot.us younggunsirearms.com younggunscanada.com younggunsclub.com younggunsusa.com

# **CERTIFICATION OF SERVICE**

This is to certify that a copy of the foregoing has been emailed this day to all counsel of record as follows:

#### **COUNSEL FOR:**

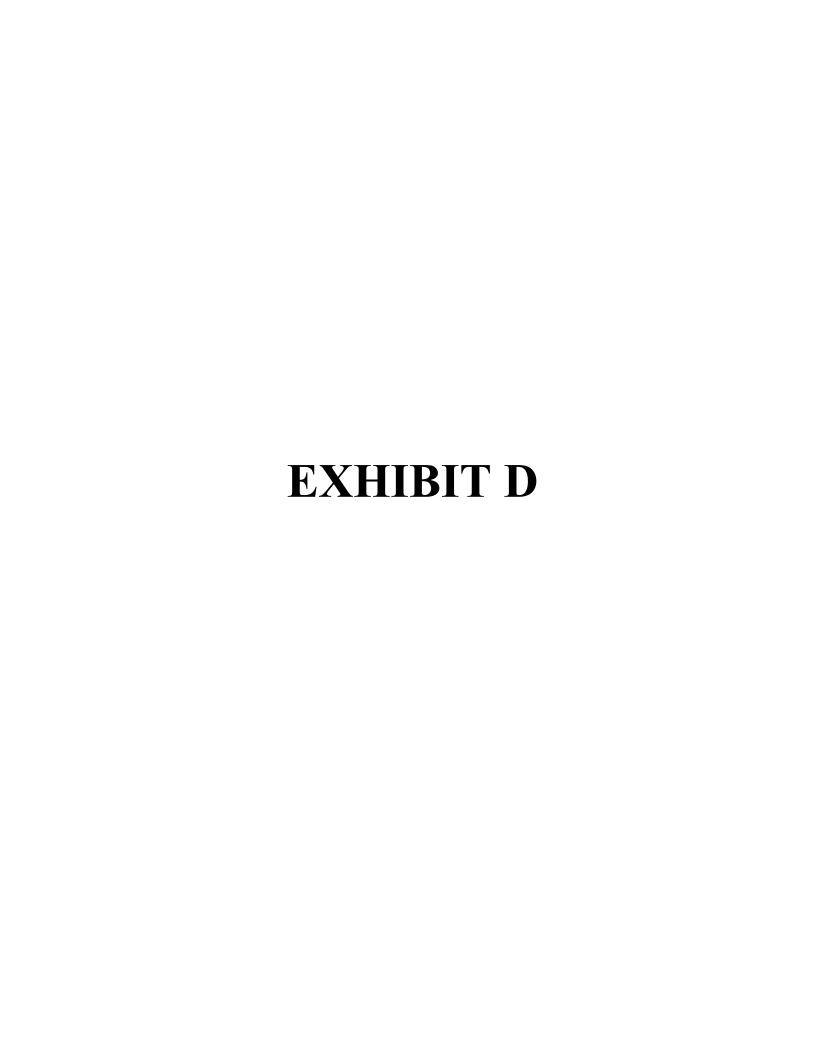
BUSHMASTER FIREARMS INTERNATIONAL LLC, A/K/A; FREEDOM GROUP, INC., A/K/A; BUSHMASTER FIREARMS, A/K/A; BUSHMASTER FIREARMS, INC., A/K/A; BUSHMASTER HOLDINGS, INC., A/K/A REMINGTON ARMS COMPANY, LLC, A/K/A; REMINGTON OUTDOOR COMPANY, INC., A/K/A

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/s/ Joshua D. Koskoff

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No. X06-UWY-CV15-6050025-S : SUPERIOR COURT

SUPERIOR COURT

DONNA L. SOTO, ADMINISTRATRIX OF : COMPLEX LITIGATION DOCKET THE ESTATE OF VICTORIA L. SOTO, ET AL. :

AT WATERBURY

V.

BUSHMASTER FIREARMS INTERNATIONAL, LLC, ET AL.

: JUNE 22, 2020

# REMINGTON'S NOTICE OF OBJECTIONS TO PLAINTIFFS' THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Practice Book §§ 13-8 and 13-10, Defendants Remington Arms Company, LLC and Remington Outdoors Company, Inc. ("Remington"), through their counsel, hereby give notice of their objections to Plaintiffs' Third Set of Requests for Production of Documents.

1. True, accurate, and complete copies of each and every Advertisement for Assault Rifles that is or was available or accessible in Designated Market Areas that include Connecticut or to a national audience since January 1, 1999.

OBJECTION AND RESPONSE: Defendants object to the production of advertisements first published after the December 14, 2012 shooting on the ground that they are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence on Plaintiffs' sole remaining claim that the content of an advertisement published by the Defendants prior to the shooting motivated Adam Lanza to commit his crimes. The Connecticut Supreme Court allowed Plaintiffs to proceed with a CUTPA claim based only on the "narrow" and "limited" theory that Remington wrongfully marketed the AR-type rifle used in the shooting by allegedly promoting its use by civilians for criminal purposes (offensive, military style attack missions) and that such marketing motivated Adam Lanza to commit his crimes. Soto v. Bushmaster Firearms Int'l, LLC, 331 Conn. 53, 65-66, 69-70, 74-75, 87 (2019). Thus, any advertisement for an AR-type rifle that was first published after the shooting, which Lanza could not have seen and could not have motivated him to kill innocent persons, has no bearing on the issues in this case. Defendants further object to this request on the ground that Plaintiffs have agreed (and again confirmed by Plaintiffs at the June 15, 2020 Status Conference) that the relevant time period for discovery is January 1, 2006 to December 14, 2012. Defendants have relied on that agreement in collecting, reviewing, and producing documents under the ESI Protocol since its entry as a court order in August 2016. Defendants also object on the ground that this request is duplicative of prior requests served by Plaintiffs. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce copies of Defendants' advertisements for AR-type rifles published during the agreed-to time period of January 1, 2006 to December 14, 2012.

2. All Documents concerning any Social Media Marketing Campaigns, including any referenced in or related to the Advertisements referenced in Request 1, above, including but not limited to Your policies, procedures, and practices for posting content on Social Media, reposting user generated content on Social Media, selecting and referencing hashtags on Social Media posts, drafting Social Media captions, tagging third party individuals or entities on Social Media posts, recruiting Social Media users to promote Your products on their personal accounts, and any and all web analytics and data related to consumer traffic for Your Social Media content.

OBJECTIONS AND RESPONSE: Defendants object to production of social media content first posted after the December 14, 2012 shooting on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence on Plaintiffs' sole remaining claim that the content of an advertisement published by the Defendants prior to the shooting motivated Adam Lanza to commit his crimes. Connecticut Supreme Court allowed Plaintiffs to proceed with a CUTPA claim based only on the "narrow" and "limited" theory that Remington wrongfully marketed the AR-type rifle used in the shooting by allegedly promoting its use by civilians for criminal purposes (offensive, military style attack missions) and that such marketing motivated Adam Lanza to commit his crimes. Soto v. Bushmaster Firearms Int'l, LLC, 331 Conn. 53, 65-66, 69-70, 74-75, 87 (2019). Thus, any social media content or documents concerning AR-type rifles that Defendants first posted after the shooting, which Lanza could not have seen and could not have motivated him to kill innocent persons, has no bearing on the issues in this case. Defendants also object to this request on the ground that Plaintiffs have agreed (and again confirmed at the June 15, 2020 Status Conference) that the relevant time period for discovery is January 1, 2006 to December 14, 2012. Defendants have relied on that agreement in collecting, reviewing and producing documents under the ESI Protocol since its entry as a court order in August, 2016. Defendants further object to this request on the ground that Plaintiffs' definition of "Document" is overly broad, unduly burdensome and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce—without regard to the time period—available downloads of social media content present on Defendants' social media accounts (Facebook, Twitter, You Tube and Instagram) they have owned. Defendants will also produce documents reflecting its analysis of social media use and internet traffic during the agreed-to time period of January 1, 2006 to December 14, 2012.

3. A list of all domain names or sub-domain names owned or controlled by You, including but not limited to the domain names listed in Appendix A.

OBJECTIONS AND RESPONSE: Defendants object to this request on the ground that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs have not alleged—nor is there evidence—that Adam Lanza was motivated to commit his crimes by information found on an internet site owned by the Defendants, or any of the more than 450 domain name sites listed by Plaintiffs on Exhibit A. Defendants further object on the grounds that this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012, and it is not limited by subject matter, specifically to internet domains related to the narrow subject matter of this case—Defendants' marketing of AR-type rifles. Defendants market and sell

a wide variety of firearms, firearms accessories, ammunition, outdoor sporting goods, and related merchandise, which are not the subject matter of this case, and the request for documents concerning internet domains dedicated to products not at issue in this case is overly broad. Subject to and without waiving these objections, Defendants state that they do not maintain a list of domain names they have owned and registered.

4. All Documents concerning any domain names or sub-domain names owned or controlled by You, including but not limited to those domain names referenced in Appendix A, and any web analytics or other data related to those domains.

OBJECTIONS: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs have not alleged—nor is there evidence—that Adam Lanza was motivated to commit his crimes by information found on an internet site owned or registered by the Defendants, or any of the more than 450 domain names listed by Plaintiffs on Exhibit A. Defendants further object to this request on the ground that (a) Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2); (b) this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012; and (c) this request is not limited by subject matter, specifically to internet domains related to the narrow subject matter of this case—Defendants' marketing of AR-type rifles. Defendants market and sell a wide variety of firearms, firearms accessories, ammunition, outdoor sporting goods, and related merchandise, which are not the subject matter of this case, and the request for documents concerning internet domains dedicated to products not at issue in this case is overly broad.

5. Documents sufficient to show on what dates, in what localities or Designated Market Areas, and on what media platforms and third-party websites You disseminated, published, posted, distributed, and/or broadcast each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objection. Subject to and without waiving these objections, Defendants will produce documents showing the media platforms and dates on which it published and otherwise disseminated advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012, to the extent such documents are available. Defendants have not found documents indicating that advertisements for these products were focused on specific geographic localities.

6. Documents sufficient to show Your participation in behavioral targeted advertising, including but not limited to canvas fingerprinting, cookie syncing and other methods to track Your Target Market and other consumers' behavior and preferences online.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the

discovery of admissible evidence. Defendants further object to this request on the grounds that (a) Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2); (b) this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012; and (c) this request is not limited by subject matter, specifically to the narrow subject matter of this case—Defendants' marketing of AR-type rifles. Defendants market and sell a wide variety of firearms, firearms accessories, ammunition, outdoor sporting goods, and related merchandise, which are not the subject matter of this case, and the request for documents concerning targeted advertising dedicated to products not at issue in this case is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce relevant market research studies, consumer segmentation reports, customer and consumer surveys, and related documents concerning AR-type rifles for the agreed-to time period of January 1, 2006 to December 14, 2012.

All renditions and versions of the Advertisements referenced in Request 1, above, including but not limited to any drafts, alternate versions, storyboards, outtakes, animatics, and sketches.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Response to Request No. 1, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce drafts and alternative versions of advertisements for AR-type rifles in their possession for the agreed-to time period of January 1, 2006 to December 14, 2012.

7. All Documents concerning the creation, development, or editing of each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce drafts and alternative versions of advertisements for AR-type rifles in their possession for agreed-to time period of January 1, 2006 to December 14, 2012.

8. Documents sufficient to identify any and all persons and entities responsible for creating, developing, and approving each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce documents sufficient to identify Defendants' employees and outside entities who had responsibility for advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

9. All Documents concerning any communications to or from any advertising, marketing, media, public relations, or similar consultants employed to assist You in developing, maintaining, marketing, or distributing an Assault Rifle under the Remington or Bushmaster brands, including without limitation all communications with Brown & Company; Gyro; Activision Value Publishing, Inc.; Mastiff, LLC; Mastiff Games, LLC; Nexon America, Inc.; other Nexon entitites; Retail Sports Marketing; Campbell Ewald; Hill & Knowlton; Southwick Associates; Combat Arms; Sports Marketing Research Group; SportsOneSource; the National Shooting Sports Foundation; and the National Rifle Association.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to communications with outside entities concerning advertisements published during the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving this objection, Defendants will produce documents reflecting communications with outside business entities with which Defendants employed to assist the marketing and development of advertisements for AR-type rifles in their possession during the agreed-to time period of January 1, 2006 to December 14, 2012.

10. All Documents concerning any communications to or from any television network, cable television, streaming service, digital media, Social Media, radio, or other commercial platform relating to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce documents reflecting communications with such business entities concerning advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

11. All Documents concerning any communications to or from any advertising agency or entity employed to assist You in developing, maintaining, marketing, or distributing any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce communications with outside entities that Defendants retained to develop and market advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

12. All Documents concerning any communications to or from freelancers, influencers, or individuals paid or encouraged to post positive reviews or otherwise promote, develop, maintain, market, or distribute any of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce communications with individuals Defendants retained to promote Defendants' AR-type rifles in their possession during the agreed-to time period of January 1, 2006 to December 14, 2012.

13. All Documents concerning any Marketing Campaigns or strategies related to the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any efforts to sponsor or pay to display the Advertisements, campaigns, domain, or sub-domain names on Social Media or other platforms, any algorithms or other means used to ensure that the Advertisements, campaigns, domain, and subdomain names reached particular audiences on Social Media or other platforms, and any research used to identify the individuals or demographics viewing the Advertisements, campaigns, domain, and sub-domain names on Social Media or other platforms, including but not limited to their characteristics, backgrounds, likes, and dislikes.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Responsive materials are being withheld on the basis of these objections. Defendants also object on the ground that this request is duplicative of prior requests. Subject to and without waiving these objections, Defendant refers Plaintiffs to Defendants' Responses to Requests Nos. 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, and 13, and the documents identified in those responses.

14. All Documents concerning Your Target Market, including but not limited to any research regarding Your Target Market and any strategies and Marketing Campaigns related to attracting Your Target Market.

OBJECTIONS AND RESPONSE: Defendants object on the ground that this request is duplicative of prior requests. Responsive materials are being withheld on the basis of those prior objections. Subject to and without waiving these objections, Defendants refer Plaintiffs to Defendants' Responses to Requests Nos. 5, 6, 7, 8, 10, 11, 12, 13 and 14, and the documents identified in those responses.

15. All Documents concerning buying patterns of Your Target Market, including but not limited to patterns regarding the purchasing of Assault Rifles; patterns regarding the purchasing of assault rifles as gifts; patterns regarding proxy or straw purchasing of Assault Rifles; and patterns regarding purchasing of Assault Rifles by one family member for the use of another family member.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that this request is duplicative of prior requests, and that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Defendant further objects on the ground that this case does not involve an illegal straw purchase of a firearm, and any documents in Defendants'

possession regarding illegal straw purchases from retail dealers are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce research concerning the purchasing habits and desires of AR-type rifle owners and potential purchasers conducted during the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants will also produce documents concerning the lawful use of firearms by family members for hunting and sporting purposes. Defendants have not located documents concerning consumer purchases of firearms as gifts.

16. All Documents concerning any complaints, questions, or comments by any persons, including but not limited to consumers and government agencies or entities, regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, including but not limited to any complaints, questions, or comments regarding the Firearms depicted in the Advertisements, Social Media campaigns, domains, or subdomains.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 12, 2012. Defendants also object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located complaints from consumers or governmental agencies regarding its advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

17. All Documents concerning any communications to or from Your competitors regarding the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and subdomain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located communications from competitors regarding Defendants' advertisements for AR-type rifles during the agreed-to time period of January 1, 2006 to December 14, 2012.

18. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding consumer perceptions of, opinions of, or reactions to your Marketing Campaigns including each and every Advertisement referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs'

definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located studies or research concerning consumer perception of AR-type rifle advertisements that they published during the agreed-to time period of January 1, 2006 to December 12, 2012.

19. All Documents concerning any research, studies, surveys, focus groups, or other tests regarding the effect of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain or sub-domain names in Request 3 and 4, above, on consumer motivations for purchasing Firearms, including but not limited to those Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Subject to and without waiving these objections, Defendants have not located studies or research concerning the effect of Defendants' AR-type rifle advertisements, published during the agreed-to time period of January 1, 2006 to December 14, 2012, on consumer purchasing decisions.

20. All contracts with any third-party advertising, marketing, or design agencies.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that that the subject matter of this request is overly broad because it is not limited to contracts with third party agencies that worked with Defendants on AR-type rifle advertisements in the relevant time period. Subject to and without waiving these objections, Defendants' investigation continues as to whether any third party agency that worked with Defendants on AR-type rifle advertisements in the relevant time period did so under the terms of a written contract.

21. All marketing plans and creative briefs, including but not limited to internal creative briefs and creative briefs made by or for third-party advertising, marketing, or design agencies, created or used since January 1, 1999.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad and unduly burdensome. Plaintiffs' sole remaining claim in this case is that an advertisement for Defendants' AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. This request seeks "marketing plans and creative briefs" concerning all products manufactured and sold by Defendants, including shotguns, bolt-action rifles, single-shot rifles, ammunition, firearms optics and firearm related accessories. Marketing plans and creative briefs concerning products not at issue in this case are neither relevant nor reasonably calculated to lead to

the discovery of admissible evidence. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce marketing plans and creative briefs in its possession concerning Defendants' AR-type rifles created during the agreed-to time period of January 1, 2006 to December 14, 2012.

22. All Documents concerning any product placement of Assault Rifles, including but not limited to video games, television shows, movies, or other types of media, since January 1, 1999.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants also object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce documents concerning use of Defendants' AR-type rifles and images of such rifles in video games, movies and television shows.

23. All Documents concerning any actual or contemplated test, study, analysis, or evaluation considered, undertaken, or designed to prove, substantiate, disprove, or evaluate any statement or claim made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Countless statements were made in Defendants' advertisements for AR-type rifles during the relevant time period that have no possible relevance to Plaintiffs' claim that advertising content motivated Adam Lanza to commit his crimes, including statements regarding the rifles' accuracy, durability, reliability, specifications, and materials, none of which are alleged to have motivated Adam Lanza to kill innocent persons. For example, statements such as "[s]tainless steel provides corrosion resistance and great durability" and "[a]s a Bushmaster is assembled, it undergoes a more stringent series of inspections than you'll find anywhere in the industry" are statements that have no potential bearing on issues in this case, and Defendants should not have to undertake the burden and expense of searching for and producing supporting documents for such patently immaterial statements. Indeed, plaintiffs have not alleged in their Revised Second Amended Complaint that any specific statement or claim made in Defendants' advertisements motivated Lanza to commit his crimes. In the absence of specific allegations that certain advertisement statements were causally related to the shooting, Defendants should not bear the burden and expense of producing documents substantiating any statements or claims made in its advertisements. Defendants also object to this request on the ground that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections.

24. All Documents substantiating any claims made in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, regarding the specifications, benefits, safety, performance, efficiency, quality, or nature of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

# OBJECTIONS: See Defendants' Objections to Request No. 24, above. Responsive materials are being withheld on the basis of these objections.

25. All Documents concerning the target and actual or realized demographics associated with any marketing strategies since January 1, 1999, including but not limited to each of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2); and this request is not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce relevant market research studies, consumer segmentation reports, customer and consumer surveys, and related documents concerning AR-type rifles for the agreed-to time period of January 1, 2006 to December 14, 2012.

26. All research conducted on and communications concerning any national or Connecticut Firearms laws, statutes, regulations, court orders, court opinions, and executive orders, and all Documents concerning the Advertisements' compliance with those laws, statutes, regulations, court orders, court opinions, and executive orders.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is vague, overly broad, unduly burdensome and seeks materials and information protected by the attorney-client and work product privileges. This request, in part, seeks research on firearms-related legal issues wholly unrelated to this case. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials reflecting attorney-client communications and the work product of defense counsel in this case after suit was filed in December 2014 are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants' advertisements for AR-type rifles did not violate any national or state laws, statutes, regulations, court

orders, court opinions or executive orders. Defendants do not possess non-privileged documents responsive to this request.

27. All marketing, advertising or ethical guidelines, statutes, or decisional law consulted by You in connection with the development or dissemination of the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: See Defendants' Objections and Responses to Requests Nos. 1, 2, 3 and 4, above. Subject to and without waiving these objections, Defendants' advertisements for AR-type rifles did not violate any such guidelines, statutes or decisional law, and Defendants have not located documents responsive to this request.

28. All Documents concerning Your efforts to comply with any national or Connecticut advertising or marketing laws, statutes, regulations, or guidelines, including but not limited to those related to privacy or child protection, such as the Children's Online Privacy Act ("COPPA"), those related to advertising or marketing ethics, Firearms industry guidelines, FTC rulings and/or standards, Connecticut trade practice guidelines, and guidance from the National Advertising Division of the Better Business Bureau.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is vague, overly broad and unduly burdensome. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Subject to and without waiving these objections, Defendants' advertisements for AR-type rifles did not violate any advertising or marketing laws, statutes, regulations, or guidelines, and Defendants have not located documents responsive to this request.

29. All Documents concerning the risks of keeping an Assault Rifle in the home, including but not limited to any studies, reports, news articles, surveys, or communications, whether created by You or a third party.

OBJECTION AND RESPONSE: Defendants object to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. This case does not involve a negligent entrustment of a firearm or a firearm-related accident or shooting involving an AR-type rifle in the home. Subject to and without waiving these objections, Defendants have not located any documents responsive to this request.

30. All Documents concerning how to address mass shootings, school shootings, domestic violence, and any other potential crimes that may impact Your business.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is vague and overly broad. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with

the definition of "Document" provided in Practice Book Section 13-1(c)(2). to and without waiving these objections, Defendants have not located documents concerning "how to address" the deliberate criminal misuse of lawfully manufactured, sold and possessed firearms.

31. All Documents concerning any communications to or from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate regarding the development, marketing, or selling of Assault Rifles.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials reflecting attorney-client communications and the work product of defense counsel in this case after suit was filed in December 2014 are being withheld on the basis of these objections. Subject to and without waiving these objections, communications with the National Shooting Sports Foundation concerning the market for AR-type rifles, the demographics of their owners, and the use of AR-type rifles in the shooting sports and other lawful activities will be produced. Defendants have not located documents reflecting communications with the National Rifle Association on these subjects.

32. All Documents concerning any mailing lists You have received, bought, or sold for direct or other Marketing Campaigns, including any purchased or obtained from the National Rifle Association, National Shooting Sports Foundation, or any other trade or industry organization or its subsidiary or affiliate since January 1, 1999.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, documents describing mailing lists Defendants have used in marketing campaigns for AR-type rifles between January 1, 2006 and December 14, 2012 will be produced.

33. All Documents concerning any communications to or from Cerberus regarding the development, marketing, or selling of Firearms since January 1, 1999, including any marketing plans, sales projections, and marketing or advertising budgets.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad and unduly burdensome. Plaintiffs' sole remaining claim in this case is that the content of an advertisement for Defendants' AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. This request seeks communications regarding development, marketing, selling, marketing plans, sales projections, and marketing and advertising budgets concerning all types of firearms

manufactured and sold by Defendants, including numerous models of shotguns, bolt-action rifles, single-shot rifles, and handguns over more than a 20-year period. Defendants also object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the grounds that Plaintiffs' definition of "Document" is overly broad, unduly burdensome, and not in accordance with the definition of "Document" provided in Practice Book Section 13-1(c)(2). Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants will produce communications with Cerberus employees concerning marketing of Defendants' AR-type rifles in their possession during the agreed-to time period of January 1, 2006 to December 14, 2012.

34. Documents sufficient to identify all past or present complaints to You, complaints to the National Advertising Division or Children's Advertising Review Unit of the Better Business Bureau, FTC, or other regulatory body, civil or criminal complaints, claims, lawsuits, court proceedings, and/or administrative or other proceedings against You in any jurisdiction within the United States concerning any of the Assault Rifles depicted in the advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the ground that this request is overly broad in subject matter. Plaintiffs' sole remaining claim in this case is that the content of an advertisement for Defendants' AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. Any "complaints" received by Defendants that are unrelated to Defendants' advertisements for AR-type rifles (e.g., product liability claims based on alleged product defects) are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, Defendants have not located any such complaints regarding its advertisements for AR-type rifles.

35. True and correct copies of Your organizational charts for each division (and each department therein) responsible for the creation, development, advertising, marketing, promotion, or sale of any of the Firearms depicted in the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Defendants further object on the ground that this request is overly broad in subject matter. Plaintiffs' sole remaining claim in this case is that the content of an advertisement for Defendants' AR-type rifles, published by the Defendants prior to the shooting, motivated Adam Lanza to commit his crimes. Documents concerning "divisions" and "departments" responsible for the "creation" and "development" of the firearms themselves are neither relevant nor reasonably calculated to lead to the discovery

of admissible evidence. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving these objections, organizational charts for company departments, including departments responsible for marketing AR-type rifles, have been produced. (REM 03212-3257; REM 03886-040003; REM 08555-08582; and REM 08930-09047).

36. All Documents, including but not limited to agendas, minutes, recordings, summaries, or reports, reflecting meetings, whether formal or informal, of Your board of directors or any committee or subcommittee thereof, discussing Your Assault Rifle Marketing Campaigns, the Advertisements referenced in Request 1, Social Media campaigns in Request 2, or domain and sub-domain names in Request 3 and 4, above, any Firearms depicted in those Advertisements, Social Media campaigns, domain and sub-domain names or any other topic in these Requests.

OBJECTIONS AND RESPONSE: Defendants object to this request on the grounds that it is overly broad in time, and not limited to the agreed-to time period of January 1, 2006 to December 14, 2012. Responsive materials are being withheld on the basis of these objections. Subject to and without waiving this objection, documents concerning Board of Director attention to AR-type rifle advertisements will be produced.

37. To the extent not already requested in Requests 2, 14, 15, 33 and/or 37, all Documents concerning any Marketing Campaign for Assault Rifles.

OBJECTIONS AND RESPONSE: Defendants object to this request as duplicative of prior requests, and incorporate herein their Objections and Responses to Requests Nos. 2, 14, 15, 33, and 37.

# DEFENDANTS REMINGTON ARMS COMPANY LLC AND REMINGTON OUTDOOR COMPANY, INC.

By: /s/ James B. Vogts

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Their Attorneys

# **CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Notice of Objections has been e-mailed this 22nd day June, 2020, to all counsel of record as follows:

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Docket Number: <u>UWY-CV-15-6050025-S</u>

Case Name: SOTO, DONNA L., ADM OF THE ESTATE OF VICTORIA L. S Et AI v.

BUSHMASTER FIREARMS INTERNATIONAL, LLC AKA FREEDOM Et Al

Type of Transaction: Pleading/Motion/Other document

Date Filed: Jun-22-2020

Motion/Pleading by: DAY PITNEY LLP (014229)

**Document Filed:** 312.00 OBJECTION TO INTERROGATORIES/PRODUCTION PB 13-8 and 13-10

Remington's Notice of Objections to Plaintiffs' Third Set

of Requests for Production of Documents

Date and Time of Transaction: Monday, June 22, 2020 11:12:21 AM

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#### DN FST CV 15 6048103-S

DONNA L. SOTO, ADMINISTRATRIX	)	SUPERIOR COURT
OF THE ESTATE OF VICTORIA L.	)	
SOTO, DECEASED, ET AL.	)	J.D. OF FAIRFIELD/BRIDGEPORT
	)	@ BRIDGEPORT
v.	)	
	)	
BUSHMASTER FIREARMS	)	
INTERNATIONAL LIC ET AL	)	AUGUST 29, 2016

# JOINT MOTION FOR ENTRY OF CASE MANAGEMENT ORDER

Plaintiffs hereby move the Court to enter the attached proposed Case Management Order, which sets forth the protocol agreed to concerning the production of documents and electronically stored information ("ESI") by and between Plaintiffs and defendants, Remington Arms Company, LLC and Remington Outdoor Company, Inc. ("Remington") in this case. A copy of the proposed order is attached as Exhibit A. Plaintiffs and Remington wish to have the terms entered as an order of the Court. The proposed order applies only to discovery between plaintiffs and Remington; it is not intended to apply to the Camfour Defendants or Mr. LaGuercia.

Remington consents to the granting of this Motion and the entry of the proposed order.

### THE PLAINTIFFS,

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# CERTIFICATION

This is to certify that a copy of the foregoing has been e-mailed this day to all counsel of record, to wit:

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Bushmaster Firearms, a/k/a;
Bushmaster Firearms, Inc., a/k/a;
Bushmaster Holdings, Inc., a/k/a
Remington Arms Company, LLC, a/k/a;
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# **EXHIBIT A**

### DN FST CV 15 6048103-S

DONNA L. SOTO, ADMINISTRATRIX	)	SUPERIOR COURT
OF THE ESTATE OF VICTORIA L.	)	
SOTO, DECEASED, ET AL.	)	J.D. OF FAIRFIELD/BRIDGEPORT
	)	@ BRIDGEPORT
v.	)	
	)	
BUSHMASTER FIREARMS	)	
INTERNATIONAL, LLC, ET AL.	)	AUGUST 29, 2016

# CASE MANAGEMENT ORDER

Pursuant to the agreement reached between Plaintiffs and defendants, Remington Arms Company, LLC and Remington Outdoor Company, Inc. ("Remington"), the Court enters this Order outlining the following Protocol concerning the production of documents and electronically stored information ("ESI") by Plaintiffs and Remington in the above captioned case (the "Litigation").

# AGREED PROTOCOL RELATING TO THE PRODUCTION OF DOCUMENTS AND ELECTRONICALLY STORED INFORMATION

# A. Application of Protocol

This Protocol governs the production of documents and ESI by Plaintiffs and Remington, including documents that are responsive to discovery requests served prior to the effective date of this Protocol. The Parties agree to meet and confer to discuss requested variances from and/or modifications to provisions of this Protocol. Documents and ESI that have been collected and/or produced prior to the effective date of this Protocol need not be re-collected or re-produced to match the production formats discussed further below. All disclosures and productions made

pursuant to this Protocol are also subject to all other orders entered by this Court for this Litigation.

The production of privileged or work product protected documents and ESI is not a waiver in the pending case or in any other federal or state proceeding. All Parties preserve their attorney-client privilege and work-product protections and there is no intent by the Protocol, or the production of documents or ESI pursuant to the Protocol, to in any way waive or weaken any such privileges or protections.

### B. Definitions

- 1. "Parties" shall mean all named Plaintiffs and Remington. "Party" shall mean any individually named Plaintiff or Remington. This Order does not apply to defendants Camfour, Inc., Camfour Holding, LLP a/k/a Camfour Holding, Inc., Riverview Sales, Inc., or David LaGuercia.
- "Document" has the same meaning as in Connecticut Practice Book Section 13-1(c)(2). The term "Document" shall include Hard-Copy Documents, Electronic Documents, and ESI, as defined herein.
- 3. "Electronically stored information" or "ESI," has the same meaning as in Connecticut Practice Book Section 13-1(a)(5).
- 4. "Hard-Copy Document" means a document existing in paper form at the time of collection.
- 5. "Native Format" means the associated file structure of ESI in which it was originally created and/or as used by the producing party in the usual course of its business. For example, the native format of an Excel workbook is a .xls or .xslx file.

- 6. "Metadata" means the structural information of a file that contains data about the file, including: (i) system-generated information embedded in or associated with a native file that is not ordinarily viewable or printable from the application that generated, edited, or modified such native file that describes the characteristics, origins, usage, and/or validity of the electronic file; (ii) system-generated information automatically created by the operation of a computer or other information technology system when a native file is created, modified, transmitted, deleted, or otherwise manipulated by a user of such system; (iii) user-created information, such as bates numbers, created during the course of processing documents or ESI for production; and (iv) information collected during the course of collecting documents or ESI, where available, such as the custodian or non-custodial data source from which it was collected.
- 7. "Media" means an object or device, real or virtual, including but not limited to a disc, tape, computer, or other device on which data is or was stored.
- 8. "Optical Character Recognition" or "OCR" means the process of recognizing visible text from an image for the purpose of creating text that can be associated with an image.
- 9. "Hash Value" is a MD5 or SHA-1 hash value, which is a unique digital fingerprint or identifier that can be assigned to a file, a group of files, or a portion of a file, based on a standard mathematical algorithm applied to the characteristics of the data set.
- 10. "Confidentiality Designation" means the legend affixed to documents that contain Confidential Information as defined by, and subject to, the terms of any Protective Order entered by the Court.
- 11. "Searchable Text" means the native text extracted from an Electronic Document and any Optical Character Recognition text ("OCR text") generated from a Hard-Copy Document or electronic image.

- 12. "Load files" means electronic files provided with a produced set of documents and images used to indicate pages or files belonging together as documents, to include attachments, and where each document begins and ends in order to load that production set into a receiving party's document review platform.
- 13. "De-NIST" means the use of an automated filter program that screens files in order to remove files that are generally accepted to be system-generated and generally have no substantive value.
- 14. "De-Duplication" means the process of comparing electronic files based on their Hash values and removing or suppressing files within the data set for the purpose of minimizing the amount of data for review and production.
- 15. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make their use inclusive rather than exclusive, e.g., "and" shall be construed to mean "and/or".
- 16. "Include" and "Including" shall be construed to mean, respectively, "include but not be limited to" and "including, but not limited to,".
- 17. Reference to the singular shall also be deemed to refer to the plural, and viceversa.

# C. Production Format and Processing Specifications

1. Except as otherwise provided herein, the Parties will produce e-mail in TIFF format; Word, PowerPoint, and PDF in both TIFF format and in Native Format; and excel files and audio and visual files in Native Format with an accompanying TIFF placeholder. Default production format for any file type not specified herein shall be TIFF format, unless otherwise agreed to by the Parties. All productions will include the applicable production fields as specified in Attachment A, to the extent available, and extracted searchable text. If, after review,

the receiving party believes good cause exists to request production of other certain specific documents in Native Format, the receiving party may request such a production and provide an explanation for the need for a document in Native Format. The producing party will not unreasonably deny such requests. Redacted ESI will be produced as TIFFs with, to the extent available, applicable metadata, and OCR'ed searchable text. Except as to documents previously produced before entry of this Protocol, hard-copy documents will be scanned and produced as TIFFs. Manual population of production fields by the producing party is not required.

- 2. <u>Embedded Objects.</u> OLE embedded objects (embedded MS Office files, etc.) shall be extracted as separate files and treated as attachments to the parent document. To the extent reasonably possible, images embedded in emails shall not be extracted and produced separately.
- 3. Load Files. Productions will include image load files in Opticon or IPRO format as well as Concordance format data (.dat) files with the production fields identified in Attachment A, to the extent available, for all included documents. All metadata will be produced in UTF-16LE or UTF-8 with Byte Order Mark format.
- 4. <u>Foreign Language Documents.</u> Hard-copy documents and ESI that contains languages other than English, in whole or in part, shall be produced in the original language(s) along with English translations already in existence, if any, within the producing Party's control. Any subsequent translations in the possession of the producing party shall also be produced within fourteen (14) days after their creation.
- 5. <u>Text Files.</u> A single text file shall be provided for each document. The text file name shall be the same as the Bates number of the first page of the document with the document extension ".txt" suffixed. Text file names shall not have any special characters or embedded

spaces. Electronic text, to the extent available, must be extracted directly from the native electronic file unless the document requires redaction, is an image file, or is any other native electronic file that does not contain text to extract (e.g., non-searchable PDFs). In these instances, and in the case of imaged hard-copy documents, a text file shall be created using OCR and shall be produced in lieu of extracted text. Extracted text, to the extent available, shall be provided in UTF-16LE or UTF-8 with Byte Order Mark format text. Extracted text, to the extent available, shall include all non-privileged and/or non-redacted comments, revisions, tracked changes, speaker's notes and text from documents with comments or tracked changes, and hidden worksheets, slides, columns and rows.

- 6. OCR. OCR software should be set to the highest quality setting during processing. Documents containing foreign language text will be OCR'ed using the appropriate settings for that language, e.g., OCR of German documents will use settings that properly capture umlauts. Settings such as "auto-skewing" and "auto-rotation" should be turned on during the OCR process.
- 7. Text Extracted from Emails. Text extracted from emails, to the extent available, shall include all header information that would be visible if the email was viewed in Outlook including: (1) the individual to whom the communication was directed ("To"); (2) the author or forwarder of the email communication ("From"); (3) who was copied and blind copied on such email ("CC" and "BCC"); (4) the subject line of the email ("RE" or "Subject"); (5) the date and time of the email; and (6) the names of any attachments.
- 8. <u>TIFFs</u>. All TIFFs produced by any party in this matter will be single page Group IV TIFF format, 300 dpi quality or better. Image file names will be identical to the corresponding bates numbered images, with a ".tif" file extension. All images of redacted

documents that contain comments, deletions, and revision marks (including, when available, the identity of the person making the deletion or revision and the date and time thereof), speaker notes, or other user-entered data that the source application can display to the user will be processed such that all non-redacted data is visible in the image for redacted documents. The producing party will brand all TIFF images in the lower right-hand corner with its corresponding bates number, using a consistent font type and size. The bates number must not obscure any part of the underlying image. If the placement in the lower right-hand corner will result in obscuring the underlying image, the bates number should be placed as near to that position as possible while preserving the underlying image.

- 9. Appearance. Subject to appropriate redaction and as technologically feasible, each document's electronic image will convey the same information and image as the original document, including formatting, such as bolding, highlighting, font size, italics. Except as otherwise noted, TIFF format documents will be produced in black and white. After production, a receiving Party may request that a document be produced in color, at which time the Parties may meet and confer about such production. The producing party shall honor reasonable requests for the production of color image(s) of specific documents.
- 10. <u>Bates Numbers</u>. All bates numbers will consist of a three to five digit Alpha Prefix, followed by a dash, followed immediately by a 7 digit numeric (e.g., RMGTN-1234567 for Remington). There must be no spaces in the bates number. Any numbers with less than 7 digits will be front padded with zeros to reach the required 7 digits (e.g., RMGTN-0000001).
- 11. <u>Date Fields and Time Zone.</u> All documents shall be processed so as to show fielded dates and times in Eastern Standard Time.

- 12. <u>Native File Image Placeholders.</u> A bates-stamped placeholder TIFF, bearing the legend "This document has been produced in native format" shall be provided for ESI produced in native format; these placeholders will be bates numbered in the same way as any other TIFF, and the bates number of that single page shall be used as the BegBates and EndBates of the associated document.
- 13. <u>Databases and Structured, Aggregated or Application Data.</u> The Parties will meet and confer to address the production and production format of responsive data contained in a database or other structured or aggregated data source, or otherwise maintained by an application where access to such data by other means or sources is not feasible. If the Parties cannot reach agreement, the matter will be decided by the Court.
- 14. Lost, Destroyed, or Irretrievable ESI. If the Parties learn that responsive ESI is unavailable for production, the Parties shall meet and confer regarding the circumstances, including whether that information is available from other sources, and shall attempt in good faith to resolve the issues arising from unavailability without the need for Court intervention.
- 15. Scanning of Hard-Copy Documents. In scanning paper documents, documents are to be produced as they are kept. For documents found in folders or other containers with labels, tabs, or other identifying information, such labels and tabs shall be scanned where practicable. Pages with Post-it notes shall be scanned both with and without the Post-it, with the image of the page with the Post-it preceding the image of the page without the Post-it. Parties will use reasonable efforts to logically unitize documents (*i.e.*, distinct documents should not be merged into a single record, and a single document should not be split into multiple records), and maintain document relationships (*i.e.*, attachment status). Original document orientation (*i.e.*, portrait v. landscape) should be maintained.

- 16. Proprietary Software. To the extent that relevant ESI cannot be rendered or reviewed without the use of proprietary software, the parties shall meet and confer to minimize any expense or burden associated with the production of such documents in an acceptable format, including issues that may arise with respect to obtaining access to any such software and operating manuals.
- 17. <u>Confidentiality Treatment.</u> The manner of designating documents that contain Confidential Information will be determined at a later time, consistent with the terms of any Protective Order entered by the Court.
- 18. Redactions. Documents may be redacted on the basis of privilege or to protect confidential personally identifiable information (e.g., SSN, personal addresses). For redacted items which were originally ESI, non-privileged or non-confidential production fields will be provided and will include non-redacted data to the extent available. The reason for redaction shall be provided on the face of the document. A document's status as redacted does not, alone, relieve the producing party from providing the non-privileged and non-redacted production fields, to the extent available, as outlined in Attachment A.
- 19. <u>De-NISTing and De-duplication</u>. Electronic file collections may be De-NISTed, suppressing from searching, review, and production commercially available operating system and application files contained on the NIST file list, version 2.20 or later. Parties may apply deduplication using the Hash value to identify and segregate documents that are identical Hash value duplicates of each other within each custodian. De-duplication must be applied on standalone user files and/or at the family level only. Only one version, the "Master Duplicate," of an exact Hash value duplicate stand-alone user file or document family may exist for review and potential production within each custodian.

- 20. <u>Encrypted or Password-Protected ESI.</u> For any ESI that exists in encrypted format or is password-protected, the producing party will employ reasonable efforts to open and access encrypted or password protected files that are identified during processing.
- 21. <u>Family Groups.</u> Parent-child relationships (the association between an attachment and its parent document or between embedded documents and their parent) shall be preserved to the extent feasible. A document and all other documents in its attachment range, such as emails with attachments and files with extracted embedded OLE documents, constitute family groups.

  If any member of a family group is produced, all members of that group must also be produced or else logged as privileged or redacted in accordance with paragraph 18.
- 22. Production Media. The producing party will use the appropriate electronic media (CD, DVD or hard drive) for its ESI production, and will cooperate in good faith to use the highest-capacity available media to minimize associated overhead. The producing party will label the physical media with the producing party, production date, and document number range. At the discretion of the producing party, the media will be encrypted, with the password provided under separate cover.
- 23. Write Protection and Preservation. All computer media that is capable of write protection should be write-protected before production.
- 24. Privilege Log. For documents withheld from production pursuant to a claim of attorney-client privilege, work product protection, or other applicable privilege or immunity, the designating party shall produce one or more privilege logs within thirty (30) days of the final production, unless the producing party requests and receives a reasonable extension of time from the receiving party or the Court so orders additional time. The receiving party shall not oppose reasonable requests for additional reasonable amounts of time. If during the course of

preparation of the privilege log(s), the designating party determines a document need not be withheld for any applicable privilege, a supplemental production will be made.

25. Costs. The Parties agree that each Party will bear its own costs related to the production of documents and ESI, with each Party reserving the right to object to producing documents and ESI because of undue cost or burden and to request the Court to perform a cost-shifting analysis to determine if the another Party should bear some or all of the costs.

# D. Implementation and Modification of Protocol

- Meet and Confer. The Parties agree to meet and confer to resolve questions and any concerns arising from the duties outlined in this Protocol. Any dispute pursuant to this paragraph may be resolved by the Court.
- Access to Court. If the meet-and-confer does not lead to an agreed upon resolution, any Party may apply to this Court for an exception to or modification of this Protocol.

# ATTACHMENT A

# **Production Fields**

Field	Definition	Doc Type All
SOURCE	Name of party producing the document	
CUSTODIAN	Name of person or other data source (non-human) from where documents/files are produced.  Where redundant names occur, individuals should be distinguished by an initial that is kept constant throughout productions (e.g., Smith, John A. and Smith, John B.)	All
BEGBATES	Beginning bates number (production number)	All
ENDBATES	End bates number (production number)	All
NATIVEFILELINK	For documents provided in native format only	All
FILEPATH	Original file/path of the location where the item was located at the time of collection. This should include location, file name, and file source extension.	E-document
TEXTPATH	File path for OCR or Extracted Text files	All
Folder	Folder location of the e-mail within the PST/OST	E-mail
FROM	Sender	E-mail
то	Recipient	E-mail
CC	Additional Recipients	E-mail
BCC	Blind Additional Recipients	E-mail
FILE NAME	File name of electronic document	E-document

SUBJECT LINE	Subject line of e-mail	E-Mail
ATTACHBATES	Bates number from the first page of each attachment	E-mail
BEGATTACH	First bates number of family range (i.e. bates number of the first page of the parent e-mail)	E-mail
ENDATTACH	Last bates number of family range (i.e. bates number of the last page of the last attachment)	E-mail
ATTACHCOUNT Number of attachments to an e-mail		E-mail
ATTACHNAMES	CHNAMES Names of individual attachments, separated by semi colons	
DATESENT (mm/dd/yyyy hh:mm:ss AM)	Date sent	E-mail
DATERCVD (mm/dd/yyyy hh:mm:ss AM)	Date received	E-mail
E-mail Outlook Type  Type of Outlook item, e.g., e-mail, calendar item, contact, note, task  HASHVALUE  MD5 hash value		Outlook or similar system data
		All
AUTHOR	Creator of a document	E-document
DATECRTD (mm/dd/yyyy hh:mm:ss AM)	Creation date	E-document
LAST MODIFIED BY	Last person who modified (saved) a document	E-document

Descriptor for the type of document: "E- document" for electronic documents not attached to e-mails; "E-mail" for all e-mails; "E-attachment" for files that were attachments to e-mails; and "Physical" for hard copy physical documents that have been scanned and converted to an electronic image.		All	
Redacted	Descriptor for documents that have been redacted. "Yes" for redacted documents; "No" for un-redacted documents.		
Confidentiality Confidentiality level if assigned pursuant to any applicable Protective Order or stipulation.		All	
File Extension	The digit extension of the ESI, i.e., .msg, ,doc, .pptx, .xlsx, etc	ALL	

#### THE PLAINTIFFS,

JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE
jkoskoff@koskoff.com
asterling@koskoff.com
khage@koskoff.com
KOSKOFF KOSKOFF & BIEDER
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BRIDGEPORT, CT 06604
PHONE: (203) 336-4421
FAX: (203) 368-3244
JURIS #32250

#### THE DEFENDANTS,

REMINGTON ARMS CO., LLC and REMINGTON OUTDOOR COMPANY, INC.

Jonathan P. Whitcomb
Scott M. Harrington
Scott M. Harrington
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CASTIGLIONE LLP #102036
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Andrew A. Lothson (pro hac vice #437444)
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330 North Wabash, Suite 3300
Chicago, IL 60611
(312) 321-9100
jvogts@smbtrials.com
alothson@smbtrials.com

# CERTIFICATION

This is to certify that a copy of the foregoing has been e-mailed this day to all counsel of record, to wit:

For Bushmaster Firearms International LLC, a/k/a;
Freedom Group, Inc., a/k/a;
Bushmaster Firearms, a/k/a;
Bushmaster Firearms, Inc., a/k/a;
Bushmaster Holdings, Inc., a/k/a
Remington Arms Company, LLC, a/k/a;
Remington Outdoor Company, Inc., a/k/a
Jonathan P. Whitcomb, Esq.
Scott M. Harrington, Esq.
Diserio Martin O'Connor & Castiglioni, LLP
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jwhitcomb@dmoc.com
sharrington@dmoc.com
PHONE:(203) 358-0800

For David LaGuercia
Peter Matthew Berry, Esq.
Berry Law LLC
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firm@berrylawllc.com
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FAX: (860) 242-080

For Remington Arms Company, LLC, a/k/a; Remington Outdoor Company, Inc., a/k/a
Andrew A. Lothson, Esq.
James B. Vogts, Esq.
Swanson Martin & Bell, LLP
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Chicago, IL 60611
alothson@smbtrials.com
jvogts@smbtrials.com
PHONE:(312) 321-9100
FAX: (312) 321-0990

For Camfour, Inc.; Camfour Holding, LLP, a/k/a Scott Charles Allan, Esq. Christopher Renzulli, Esq. Renzulli Law Firm, LLP 81 Main Street, #508 White Plains, NY 10601 sallan@renzullilaw.com crenzulli@renzullilaw.com PHONE:(914) 285-0700 FAX: (914) 285-1213

FAX: (203) 348-2321

/s/ Alinor C. Sterling
JOSHUA D. KOSKOFF
ALINOR C. STERLING
KATHERINE MESNER-HAGE





Attorney/Firm: KOSKOFF KOSKOFF & BIEDER PC (032250)

E-Mail: kkb@koskoff.com Log

## **Hide Instructions**

# You have successfully e-filed!

Instructions: The information about the item you filed is on this confirmation page. You must print a copy of this page for your records. Choose Print This Page at the top of the page to print your copy.

Choose E-File Another Pleading/Motion/Other on this Case to go back to the Select a Motion page to choose another document name and file another document.

Choose Return to Civil/Family Menu to go back to the menu page.

Choose Return to Case Detail to look at the documents filed in this case or to file a reclaim in this case.

Print This Page

Confirmation of E-filed Transaction (print this page for your records)

Docket Number: FBT-CV-15-6048103-S

Case Name: SOTO, DONNA L., ADM OF THE ESTATE OF VICTORIA L. S Et AI v. BUSHMASTER

FIREARMS INTERNATIONAL, LLC AKA FREEDOM Et AI

Type of Transaction: Pleading/Motion/Other document

Date Filed: Aug-29-2016

Motion/Pleading by: KOSKOFF KOSKOFF & BIEDER PC (032250)

Document Filed: 230.00 MOTION FOR ORDER

Joint Motion for Entry of Case Management Order

Date and Time of Transaction: Monday, August 29, 2016 4:50:09 PM

E-File Another Pleading/Motion/Other document on this Case

Return to Civil / Family Menu

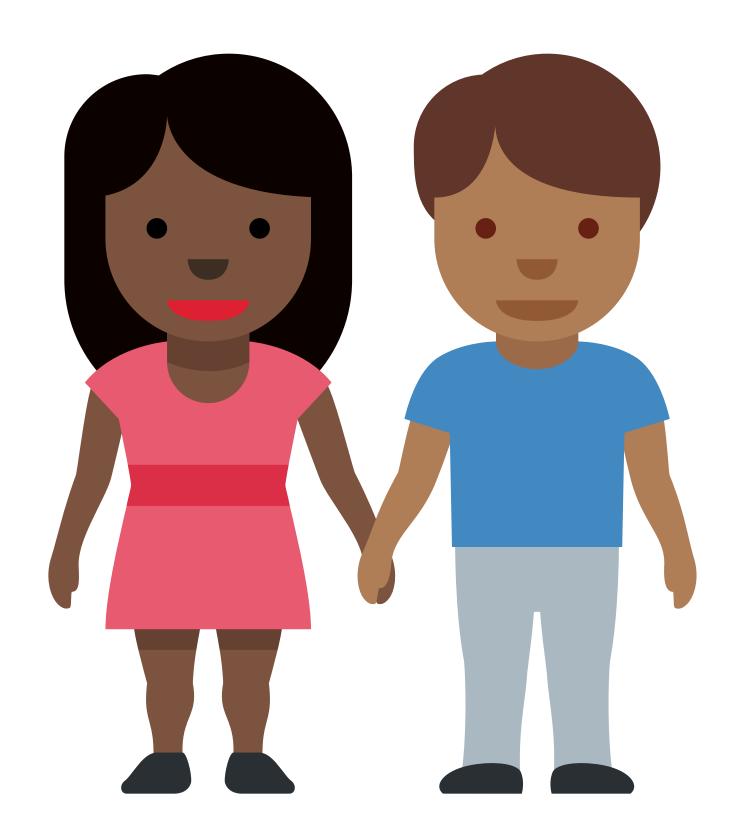
Return to Case Detail

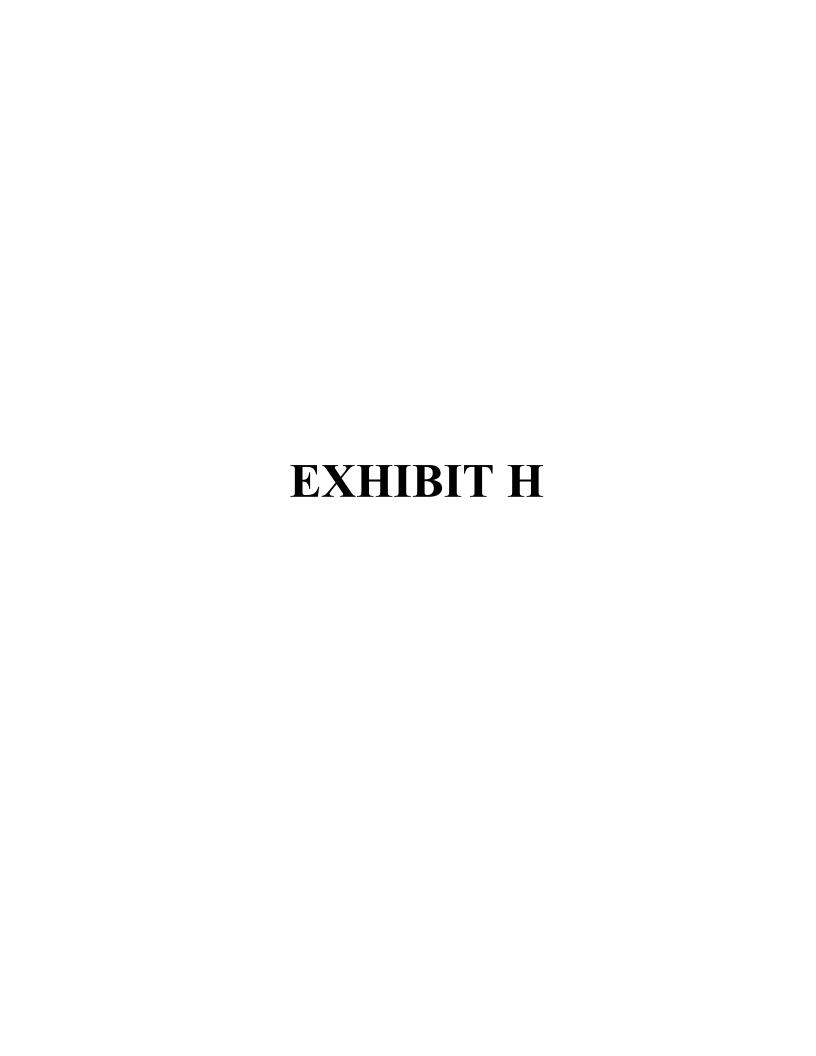
Copyright © 2016, State of Connecticut Judicial Branch

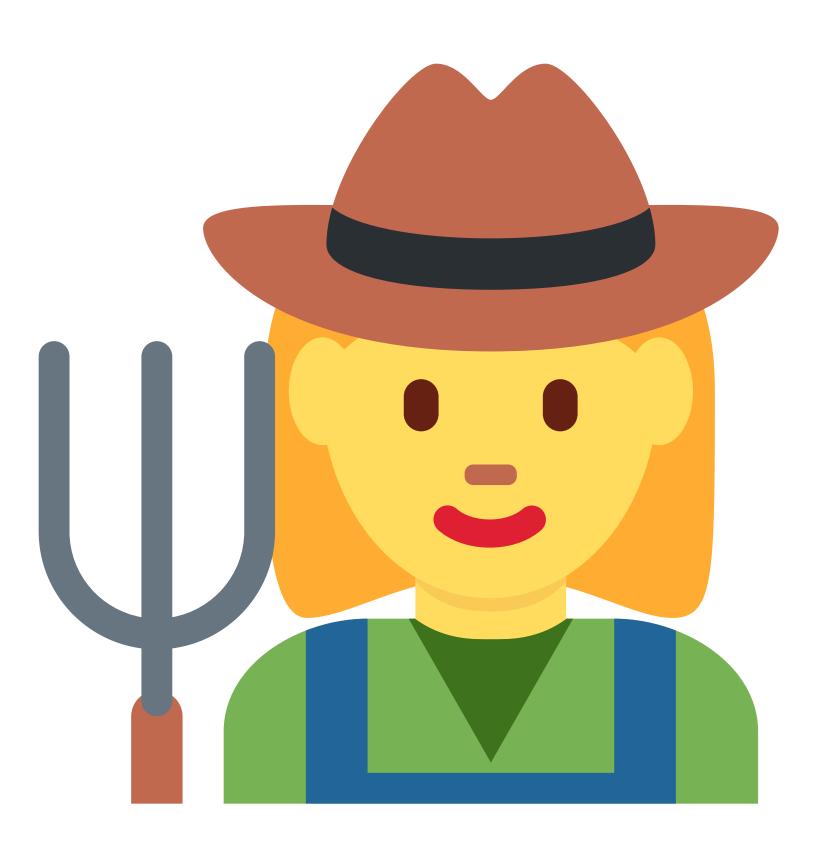


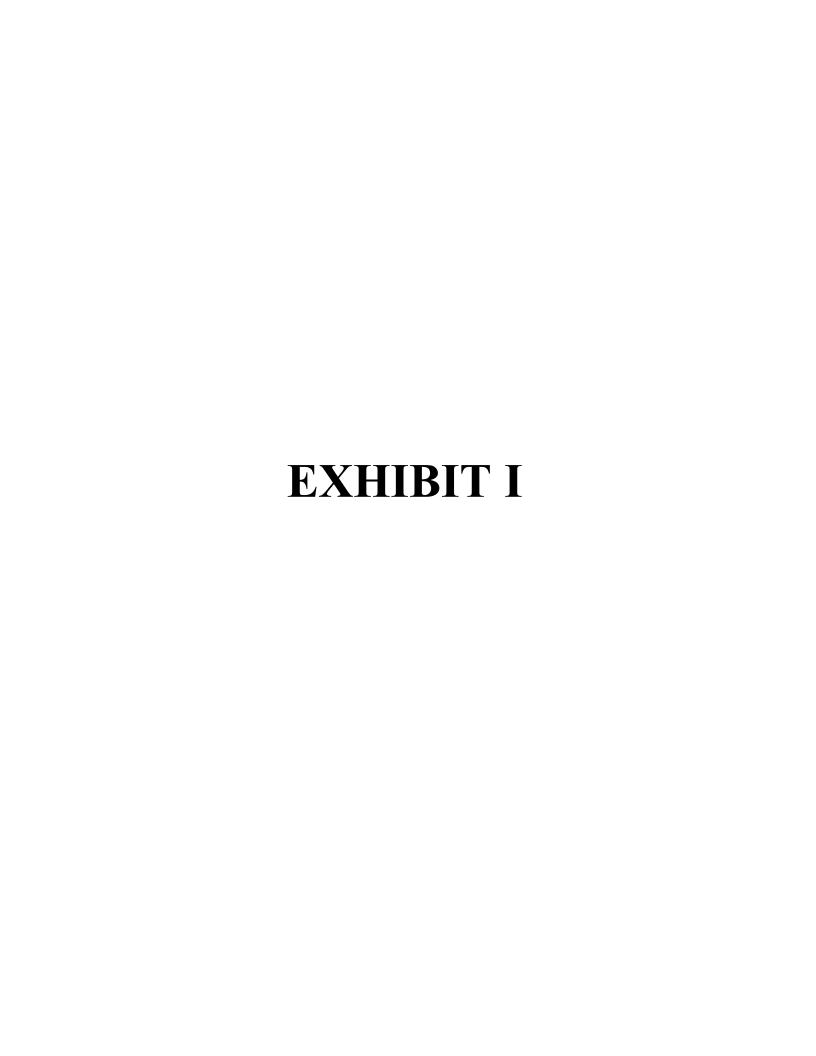












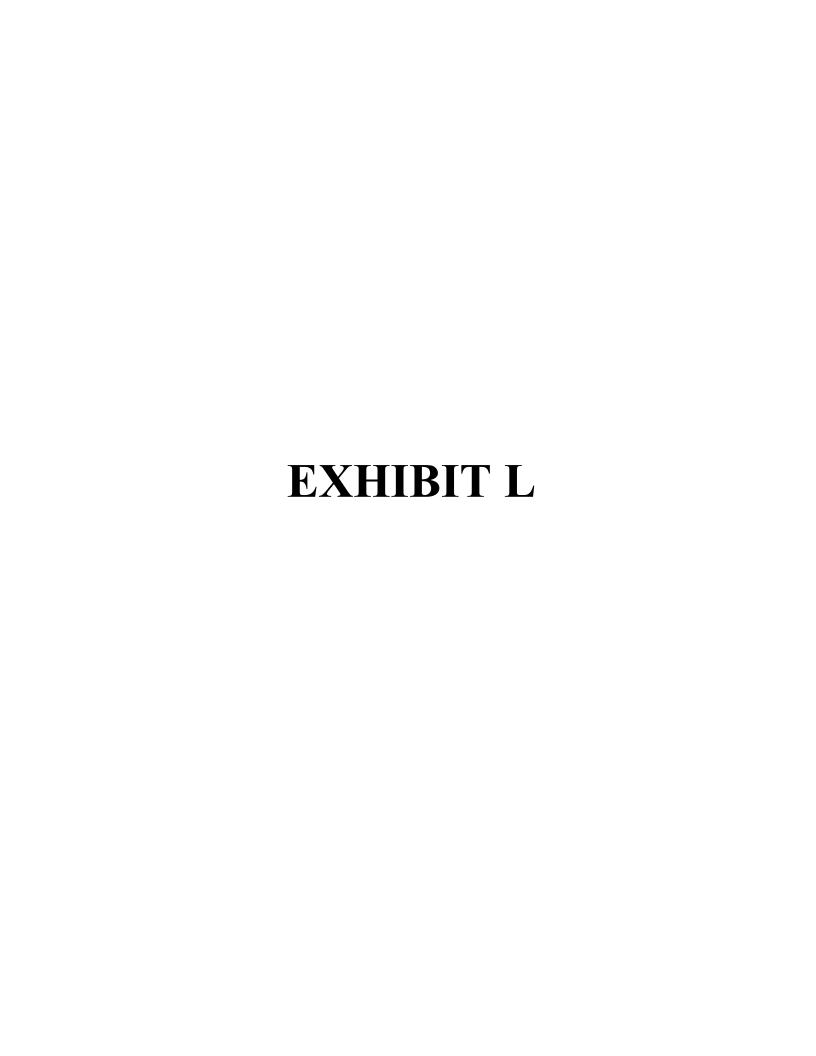




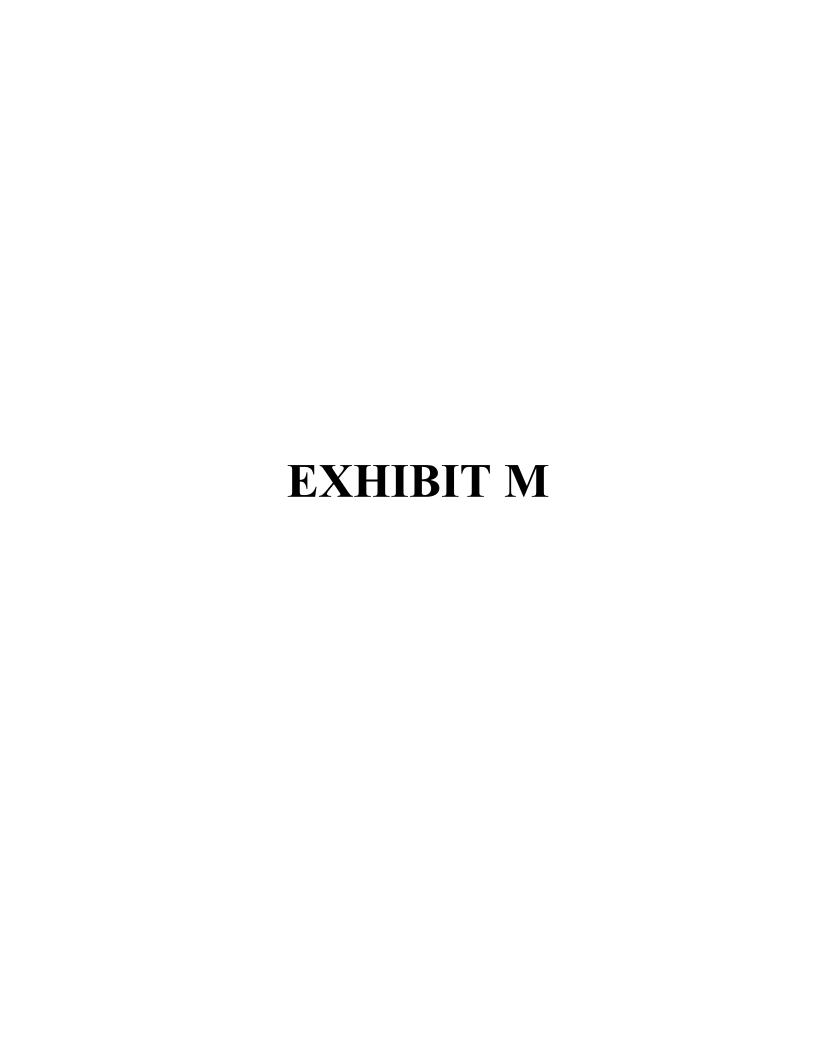




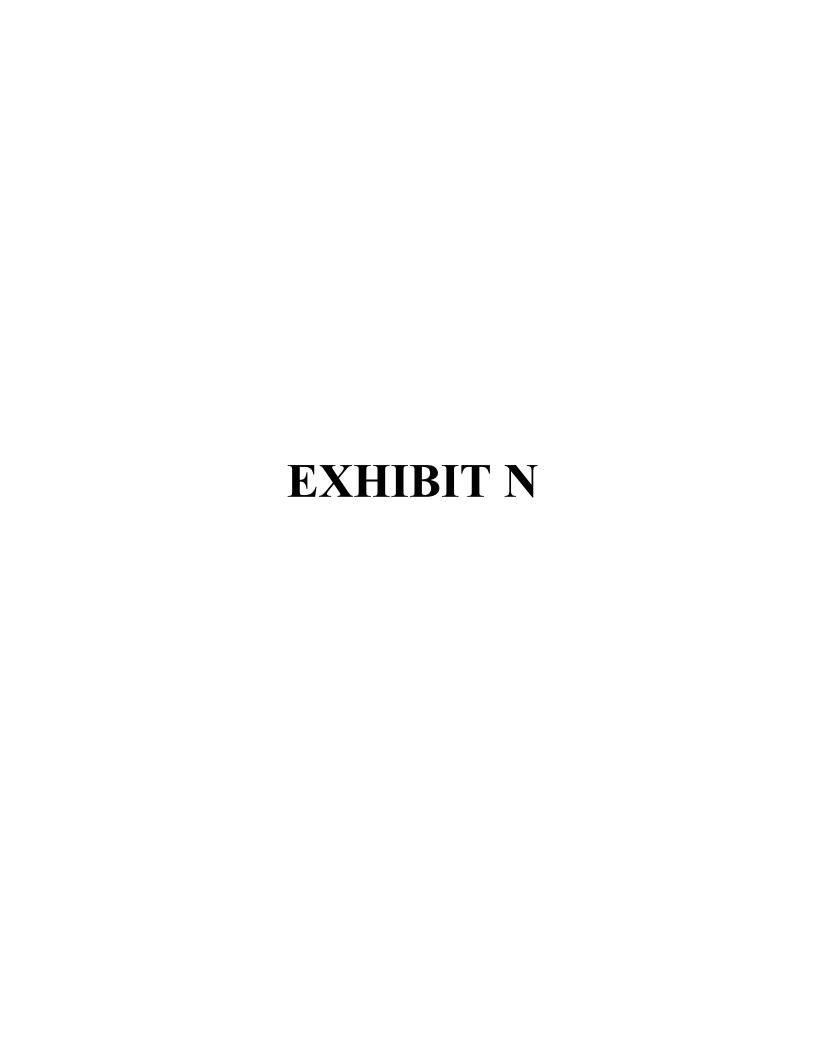




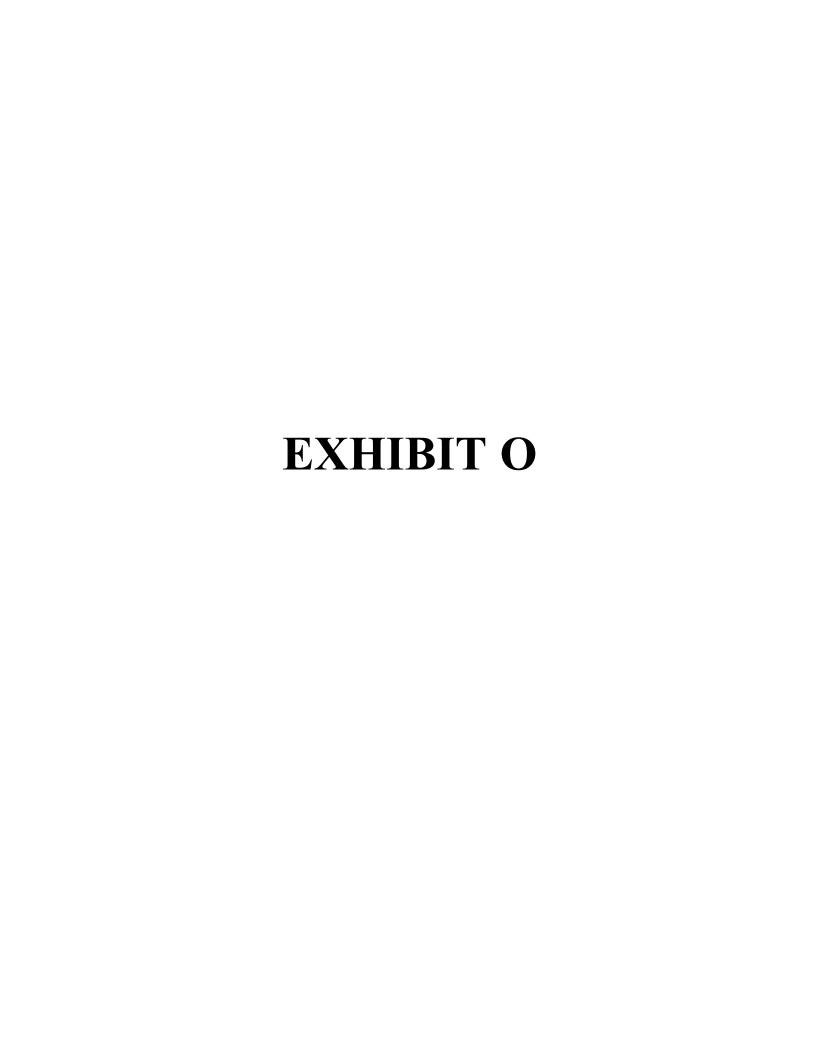














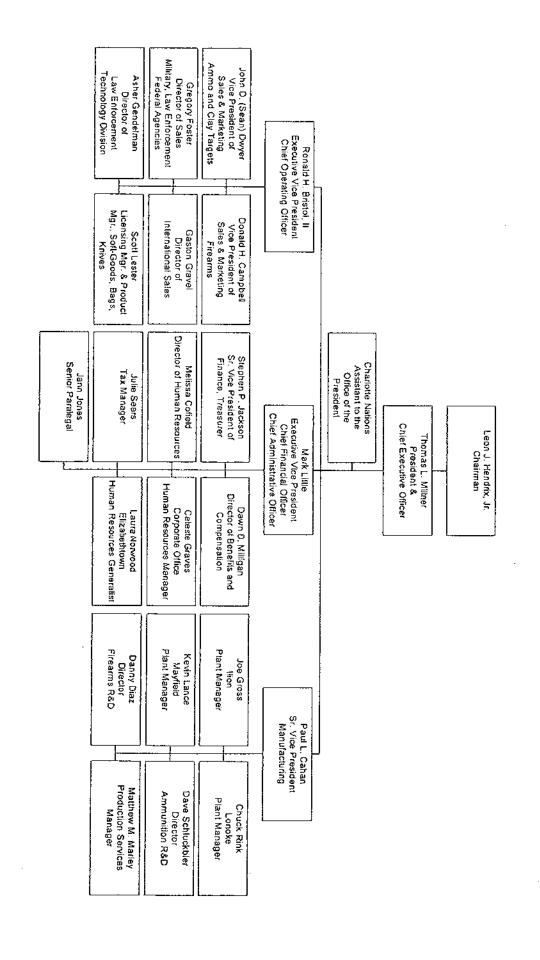




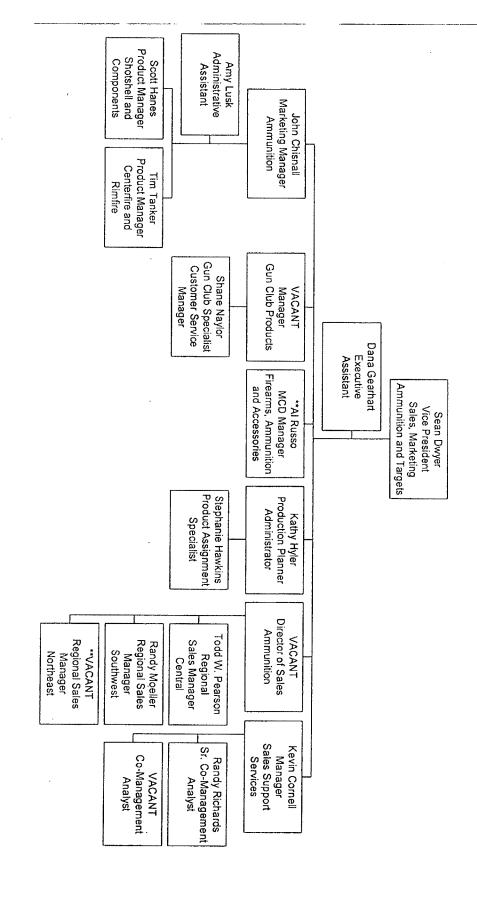
#### **EXHIBIT Q**

#### 

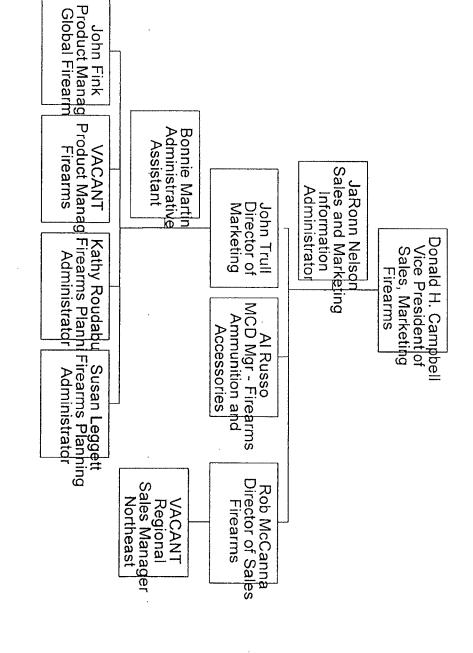
## Remington Arms Company, Inc.



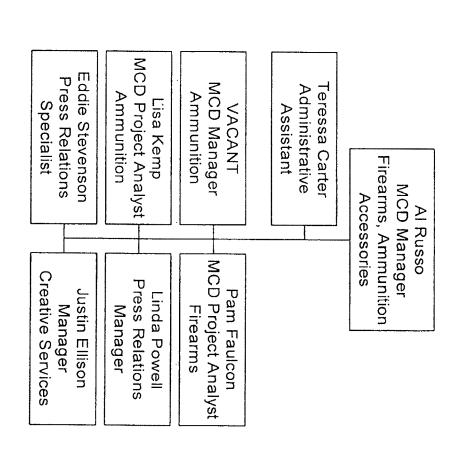
### MADISON - Ammunition



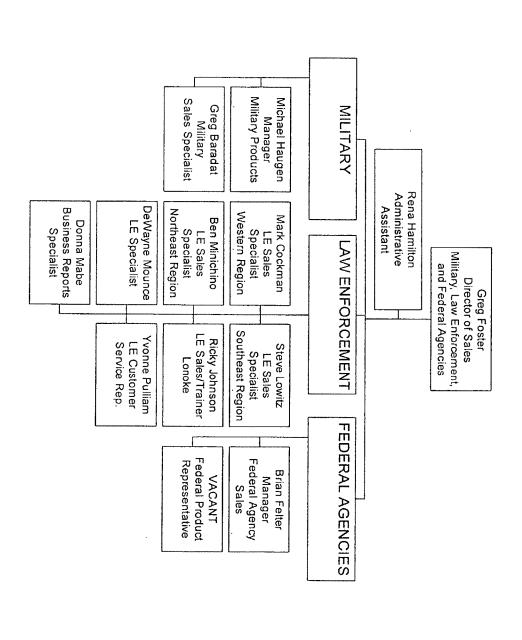
#### Madison - Firearms



# Madison – Marketing Communications Department (MCI



## Madison - Law Enforcement/Government, Military, and Federal Agencies

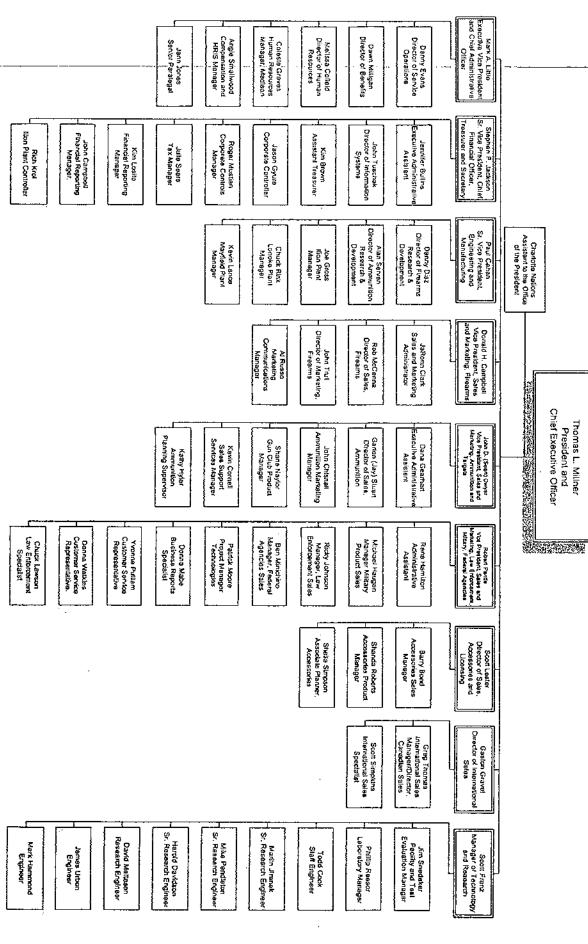


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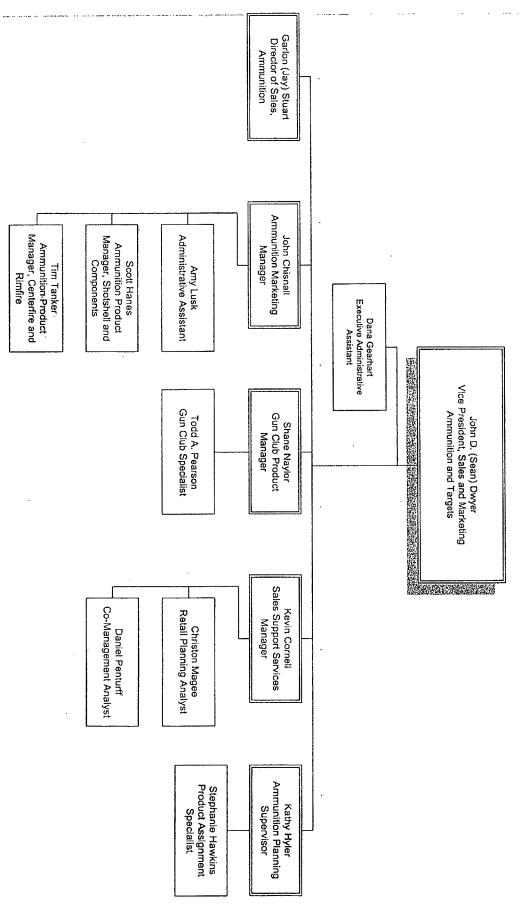
### Remington Arms Company, Inc.

1

### President and Chief Executive Officer



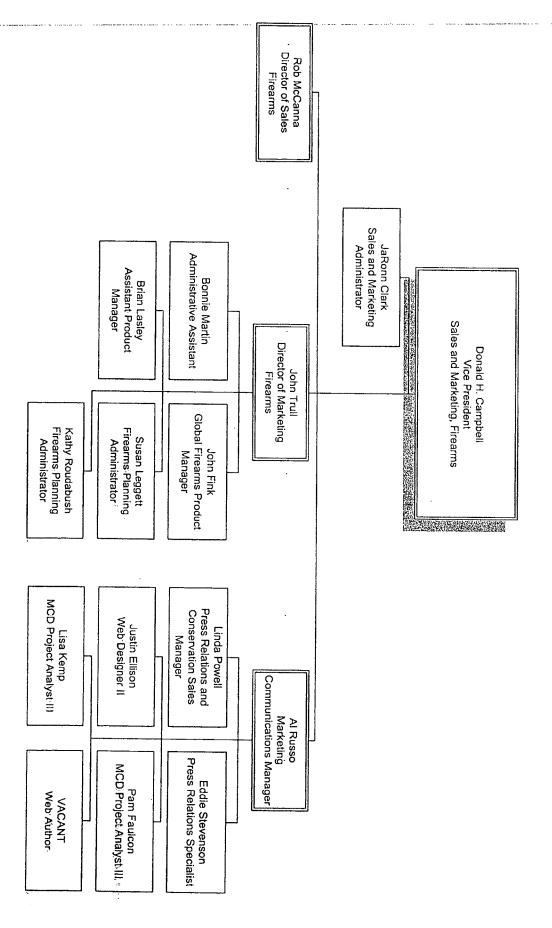
## Remington Arms Company, Inc. Vice President, Sales and Marketing Ammunition and Targets (Level 2)



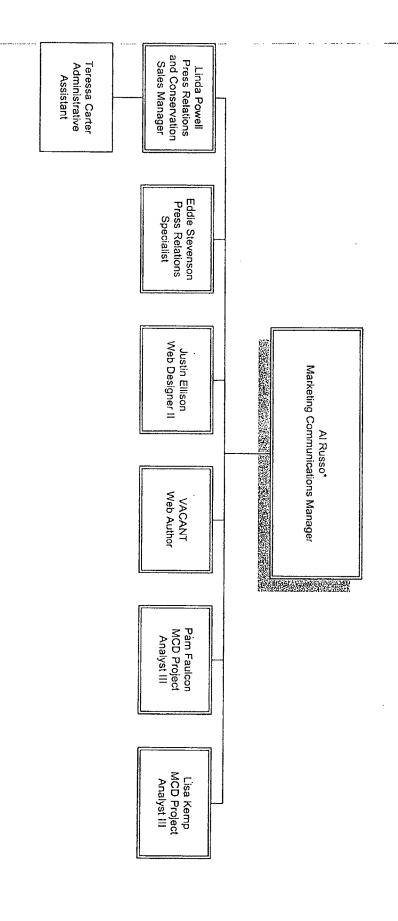
**!** 

## Remington Arms Company, Inc.

Vice President, Sales and Marketing Firearms (Level 2)

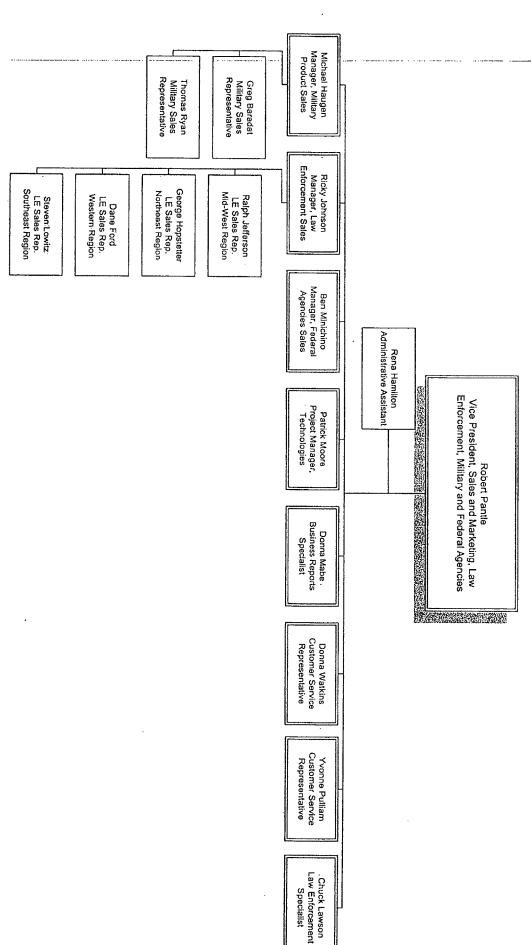


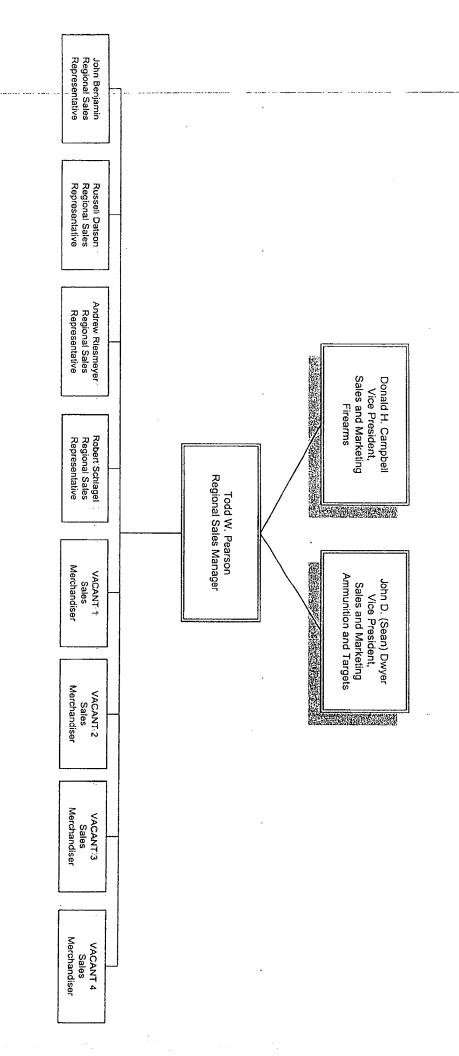
## Remington Arms Company, Inc. Marketing Communications Department



\*MCD Manager is a direct report to the Vice President of Sales and Marketing Firearms with additional reporting responsibilities to the following:
Vice President of Sales and Marketing, Ammunition and Targets; Vice President; Law Enforcement, Military and Federal Agencies; and Director of Sales, Accessories, and Ucansing.

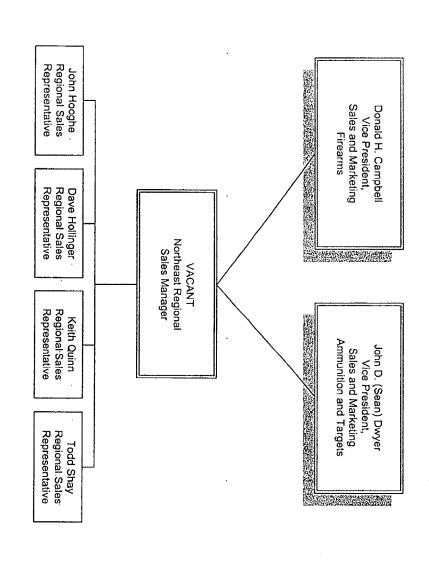
Last Revision: April 22, 2007



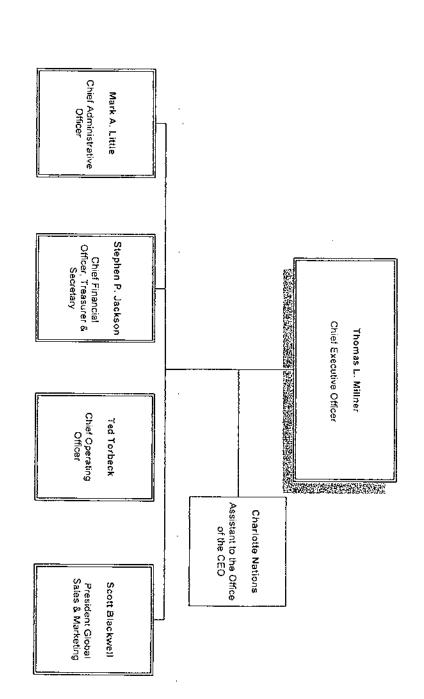


Last Revision: April 22, 2007

## Remington Arms Company, Inc. Northeast Regional Sales

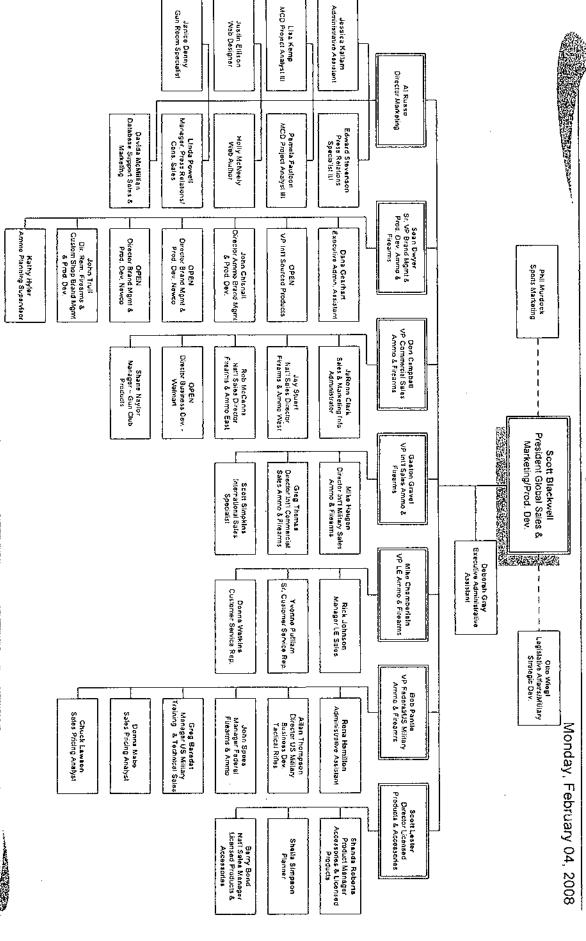


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Page 1

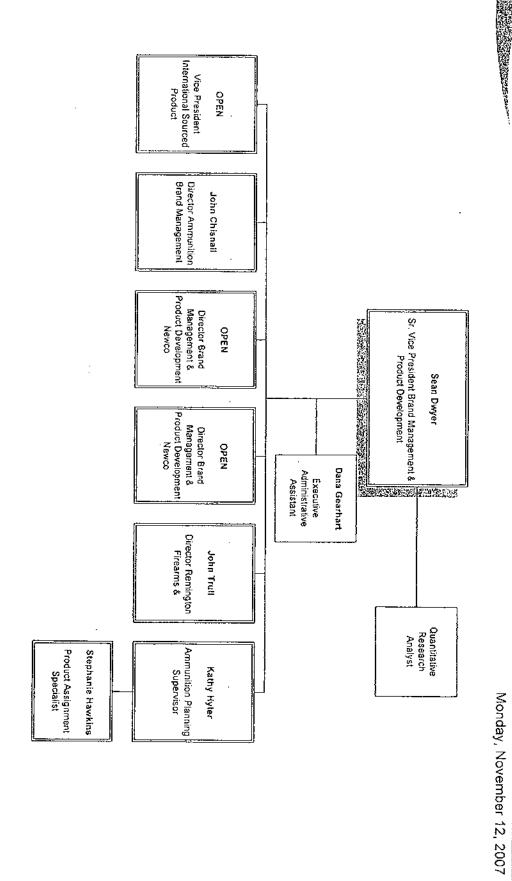
# President Global Sales & Marketing/Product Development, Level 2

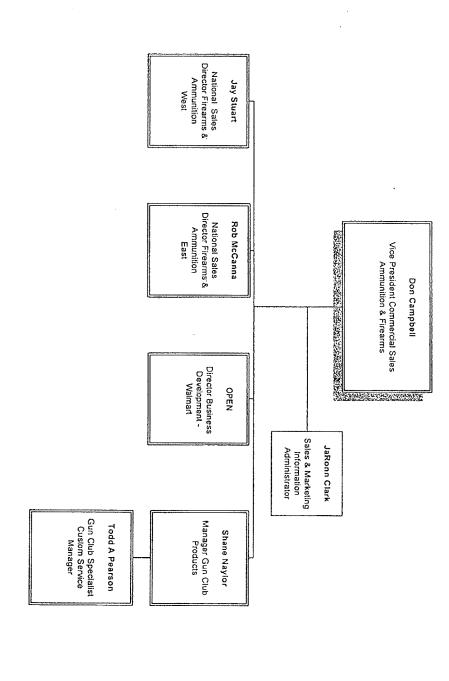


June 21, 2010

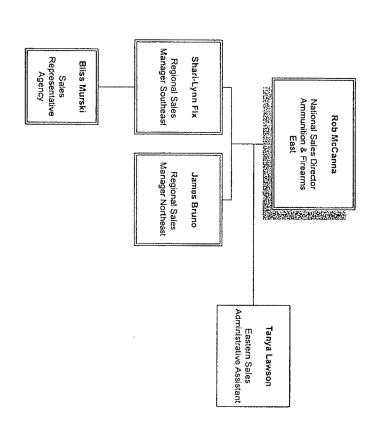
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### Sr. Vice President Brand Management & Product Development Ammunition & Firearms



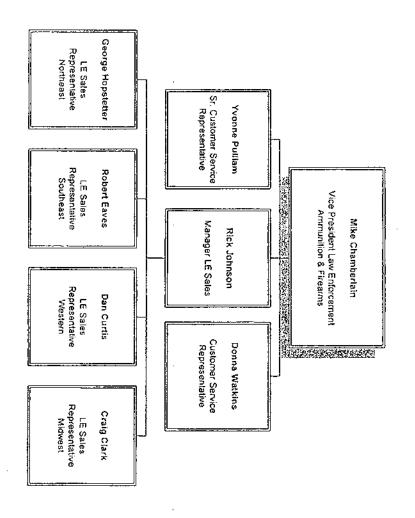


Monday, February 18, 2008



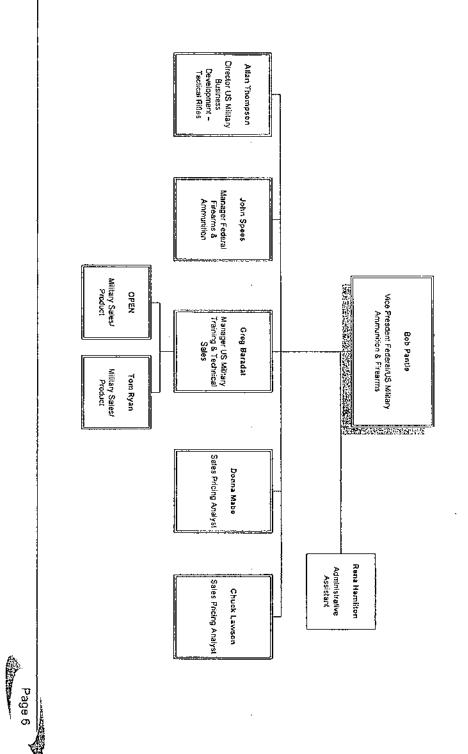
# Vice President Law Enforcement Ammunition & Firearms

Monday, February 04, 2008

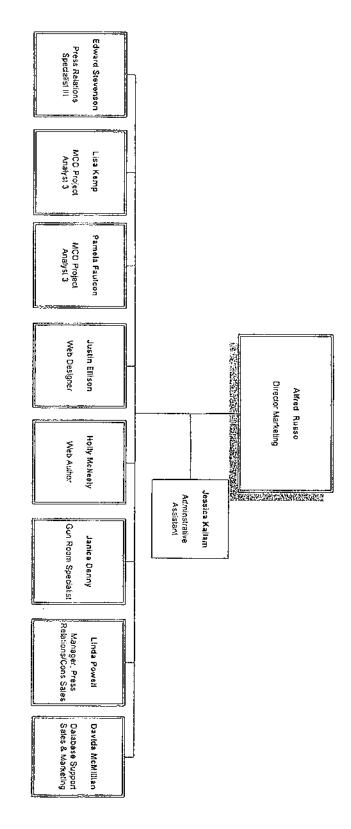


# Vice President Federal/US Military Ammunition & Firearms

Monday, December 10, 2007



Monday, November 12, 2007

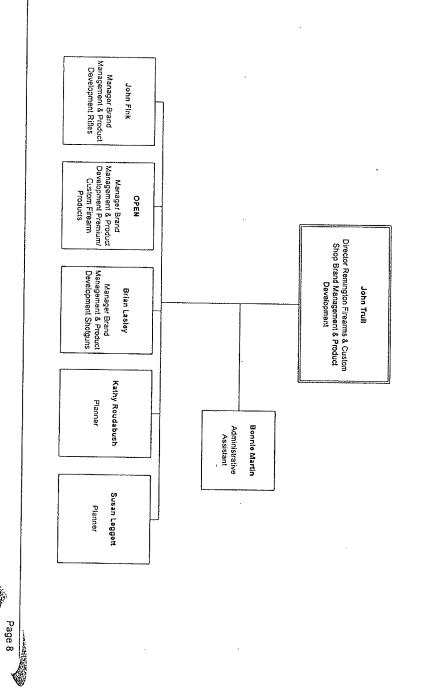


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¥.

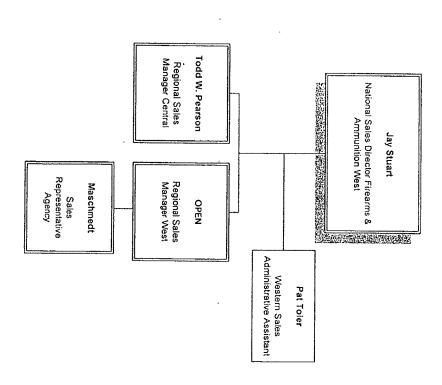
#### Director Remington Firearms & Custom Shop Brand Management & Product Development

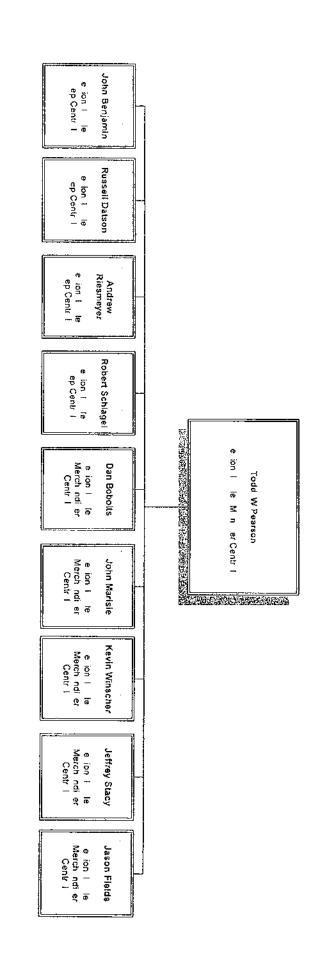




# National Sales Director Firearms & Ammunition West

Monday, February 04, 2008

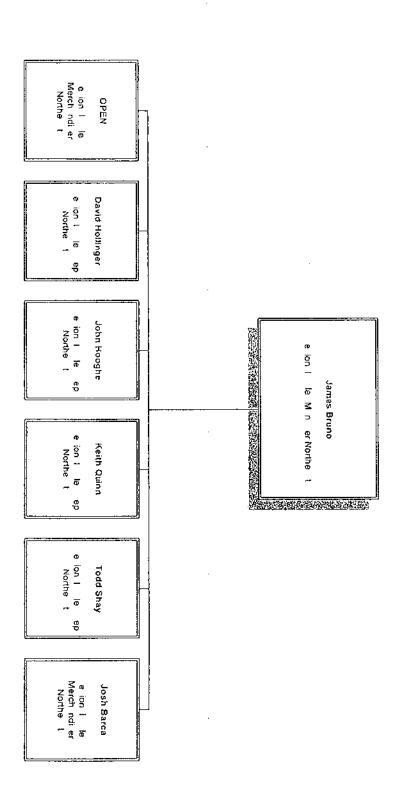




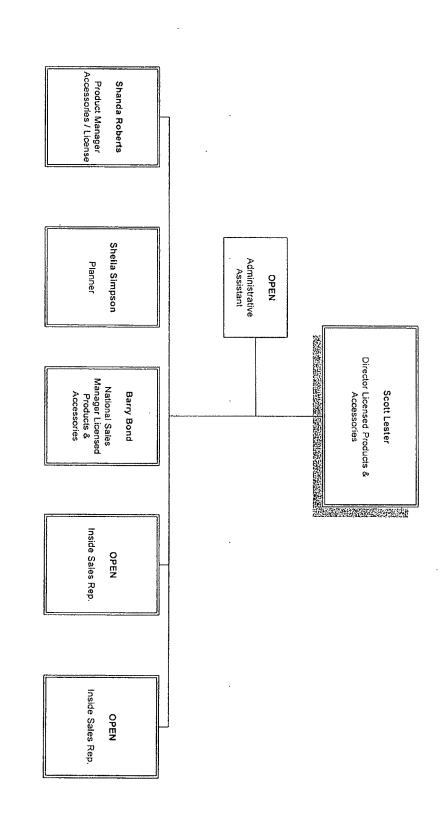
June 21, 2010

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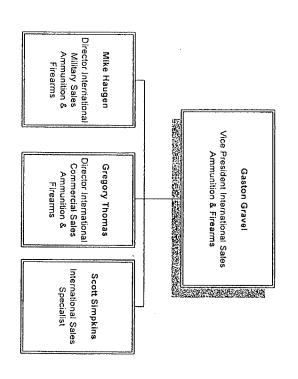
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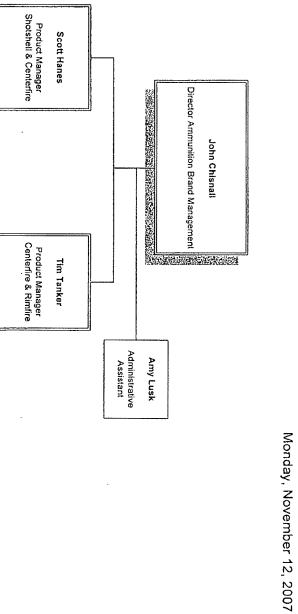
June 21, 2010

# Vice President International Sales Ammunition & Firearms

Monday, February 04, 2008

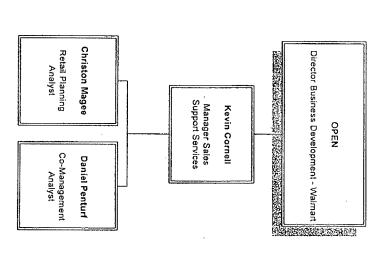


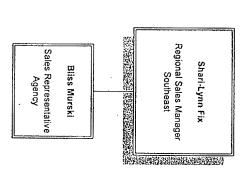
# Director Ammunition Brand Management



# Director Business Development - Walmart

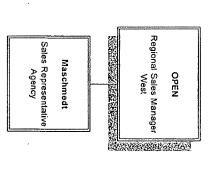
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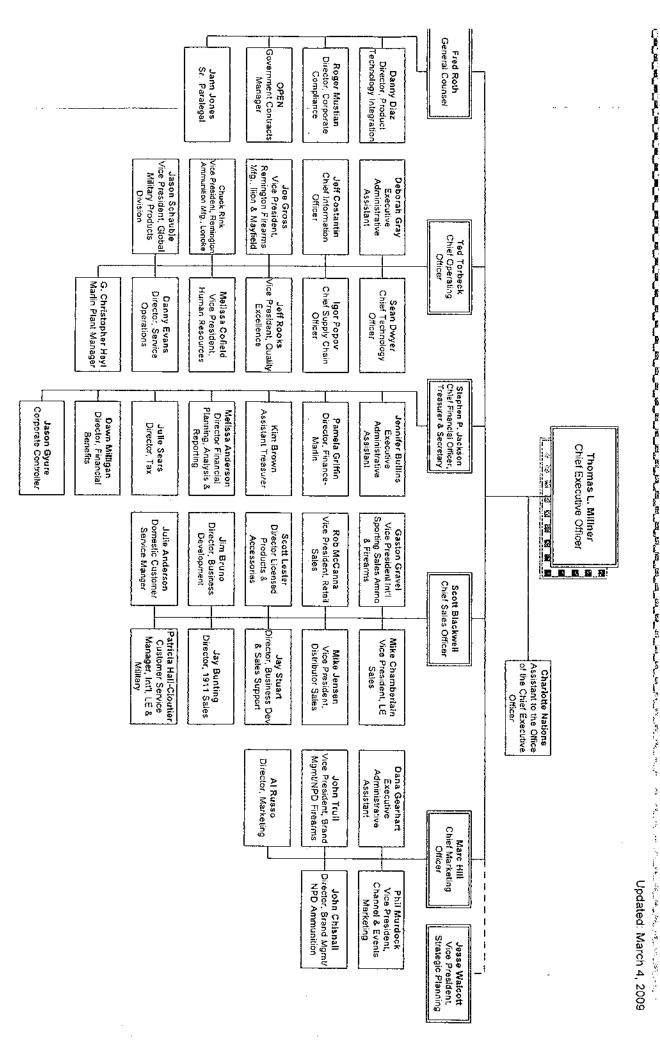


## Regional Sales Manager West

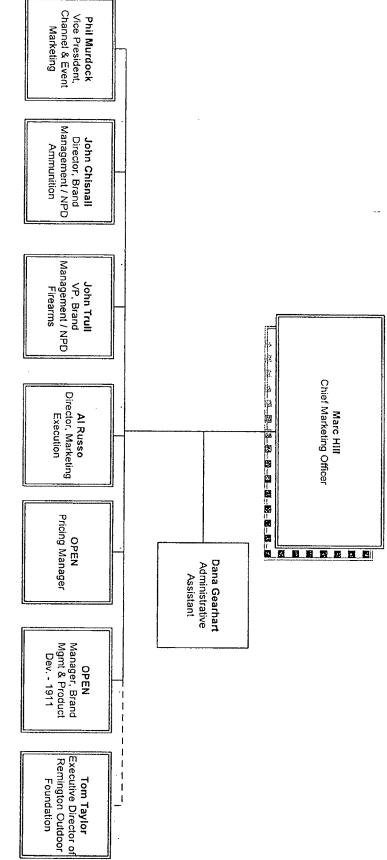
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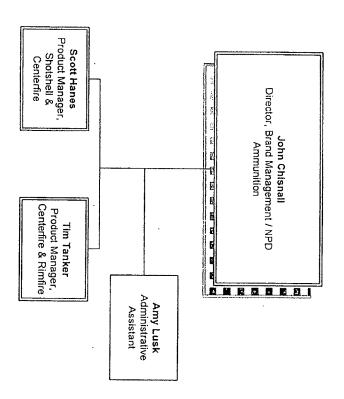


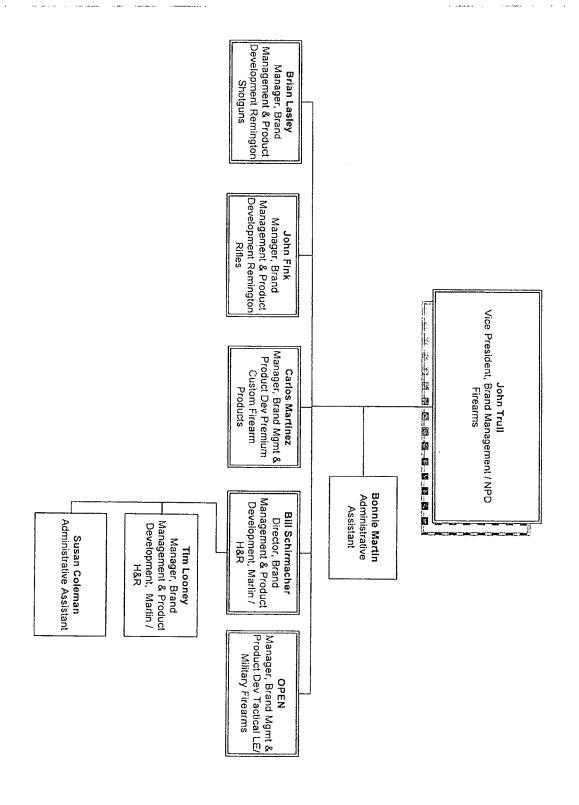




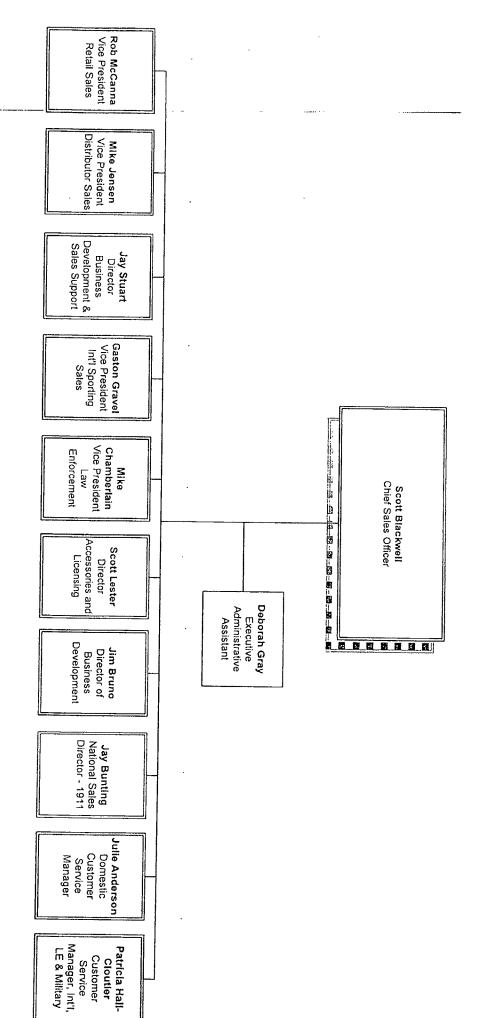
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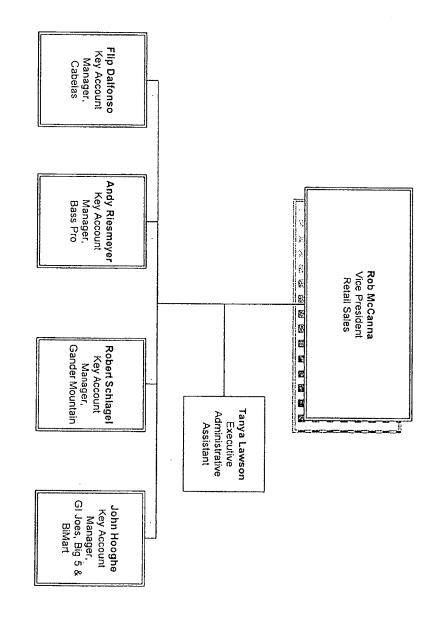




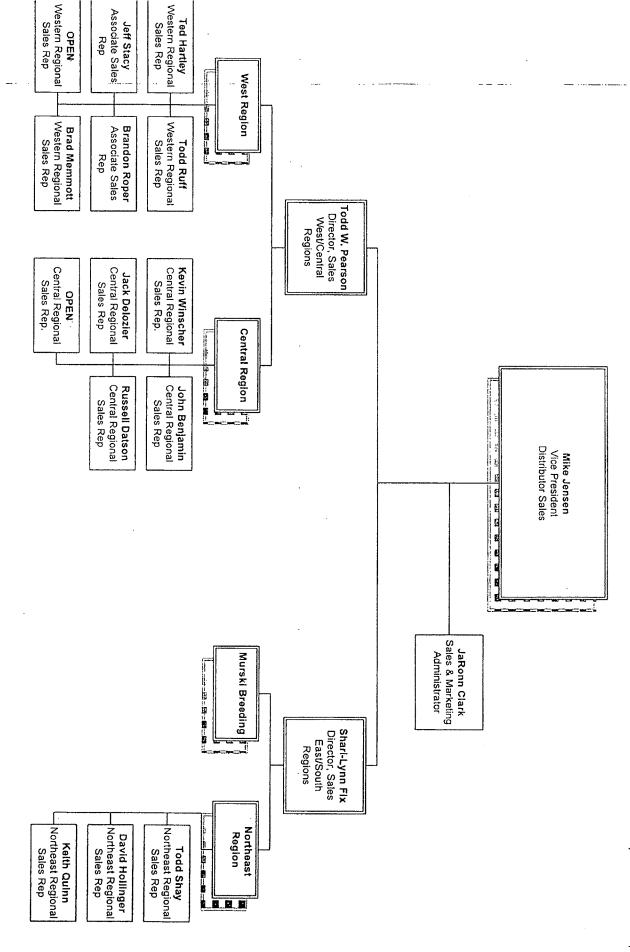


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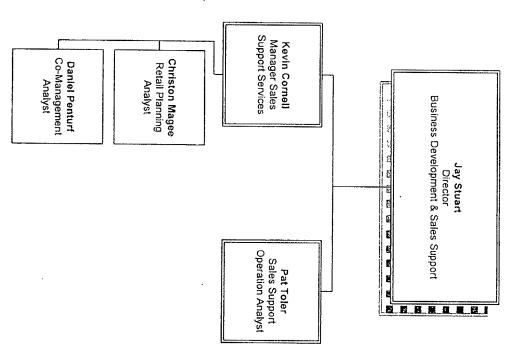




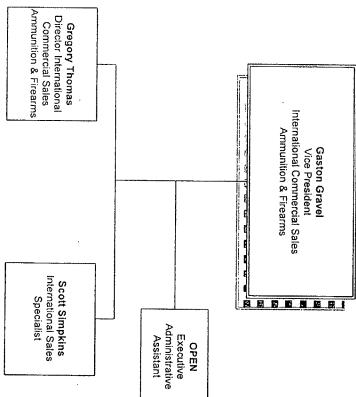
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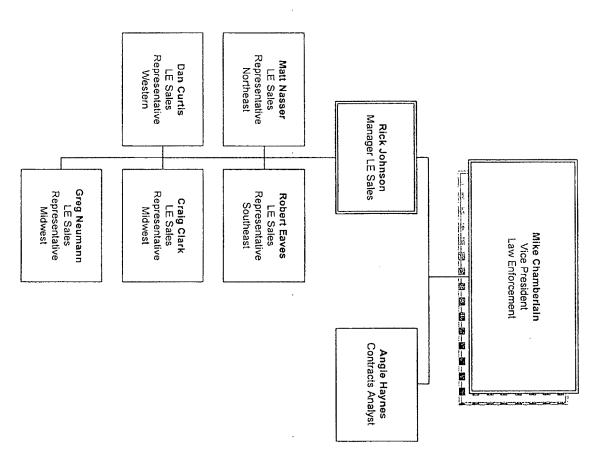


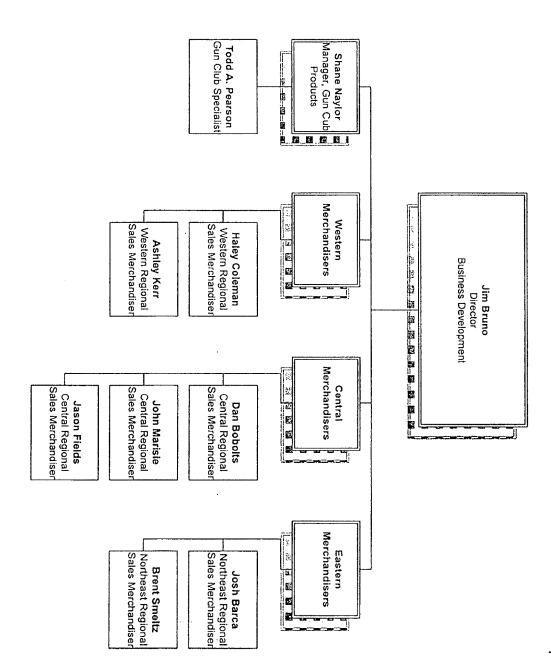
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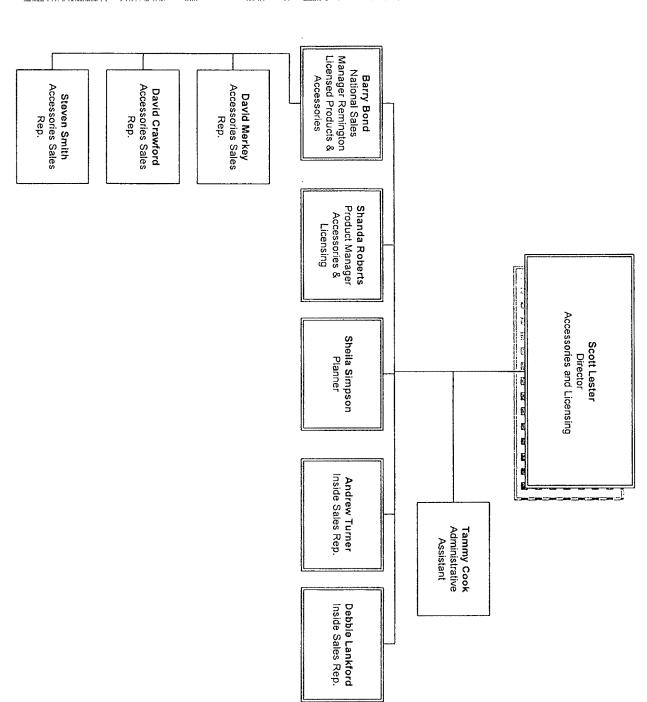


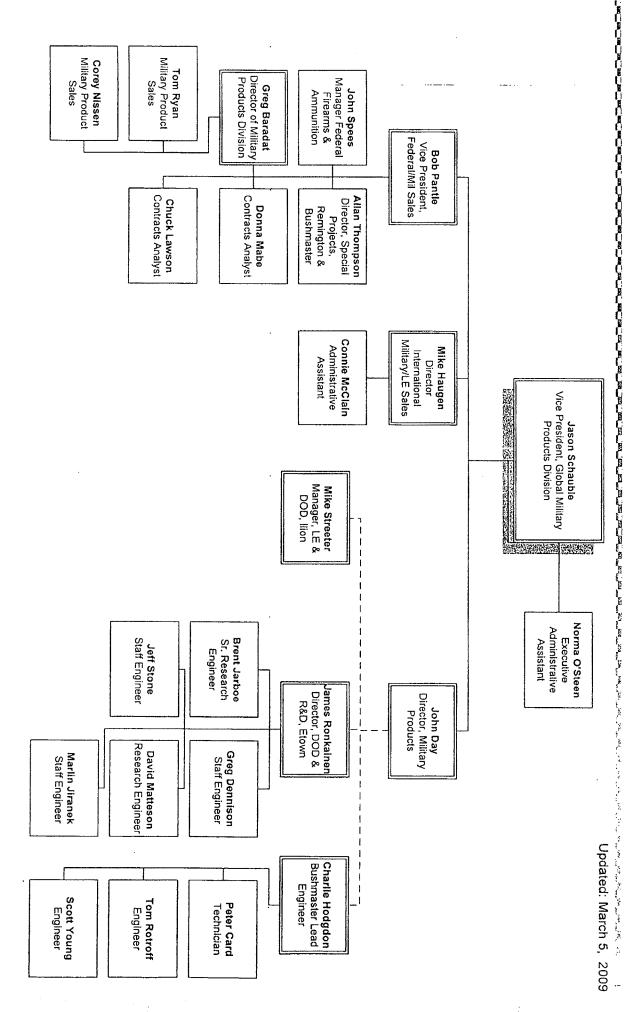
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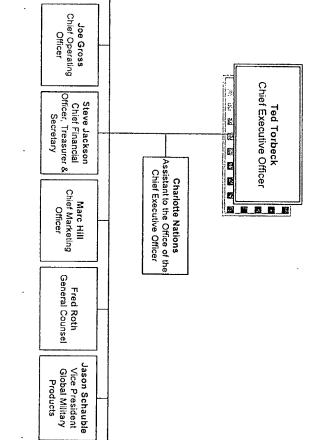




-ENNINGED TO THEE ---

January 28, 2010

### **Chief Executive Officer**



Scott Blackwell Chief Sales Officer

Jeff Costantin
Chief Information
Officer

Melissa Cofield Chief Human Resources Officer

Sean Dwyer Chief Technology Officer

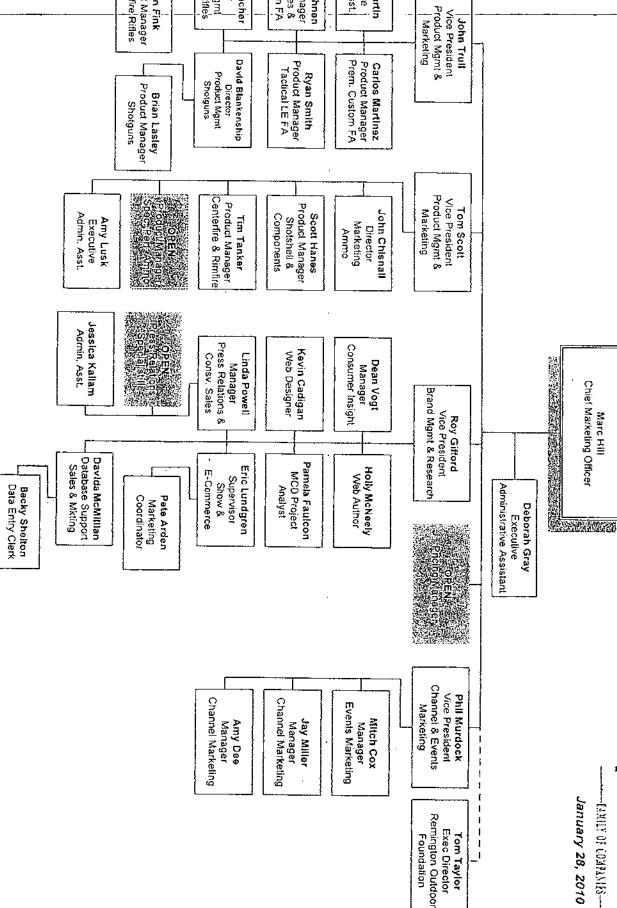
John DeSantis
President and
General
Manager, BFI

Otto Weigl\*
Sr. Advisor /
Legislative
Affairs

\*Consultant



### Chief Marketing Officer



Bill Schirmacher

Director

Centerfire Rifle's Product Mgmt

Product Manager

Centerfire Rifles John Fink

Patrick Boehnen Product Manager

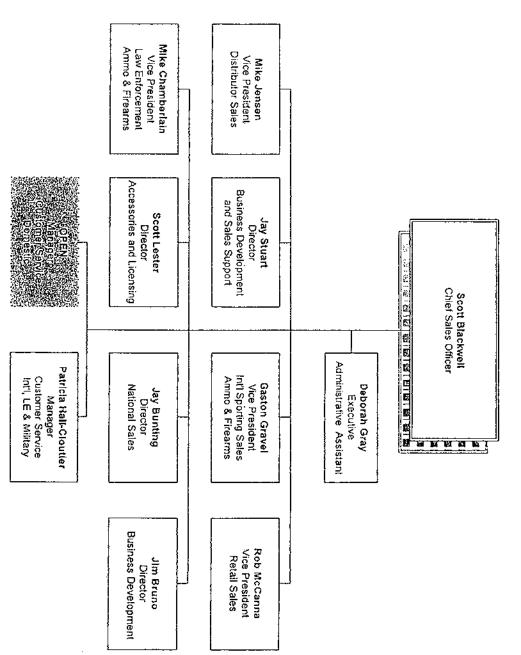
Bonnie Martin Admin. Asst. Executive

Break Action FA

Rimfire Rifles &

FREEDOM GROUP

### **Chief Sales Officer**

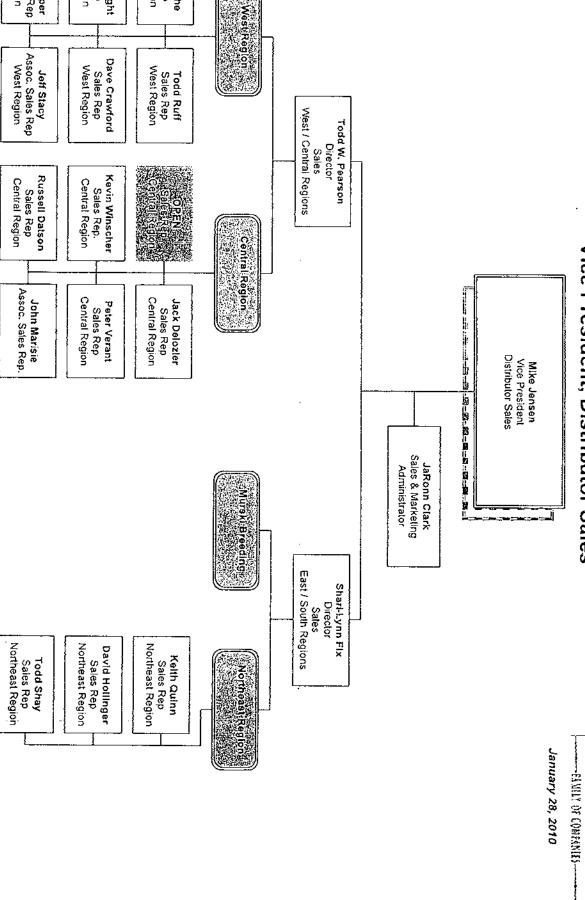


January 28, 2010

-ETAILT OF COMPANIES-



### Vice President, Distributor Sales



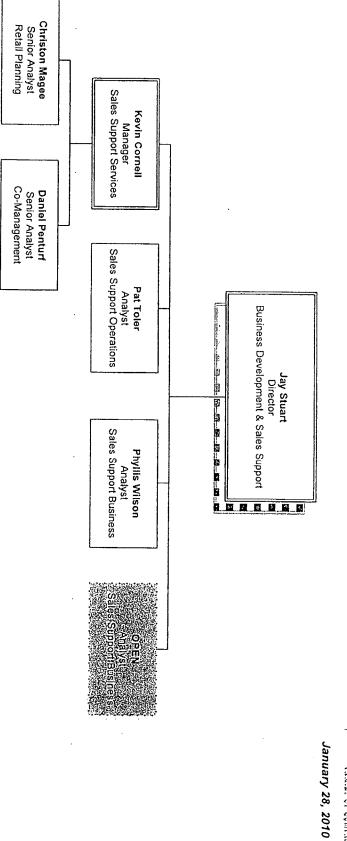
Brandon Roper Assoc, Sales Rep West Region

John McKnight Sales Rep West Region

John Hooghe Sales Rep West Region



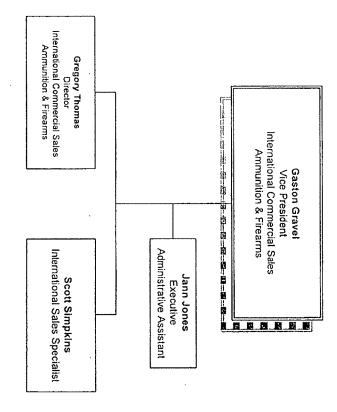
# Director, Business Development & Sales Support



FREEDOM GROUP



# Vice President, International Commercial Sales



FREEDOM GROUP

January 28, 2010

-FANILY OF COMPANIES-



January 28, 2010

--- FRAULY OF COMPANIES-

### Vice President, Retail Sales

Rob McCanna Vice President Retail Sales Administrative Assistant Tanya Lawson
Executive 

Brad Memmott Key Account Manager Bi-Mart, Pacific Flyway

Flip Dalfonso Key Account Manager, Cabelas

Robert Schlagel Key Account Manager, Gander Mountain

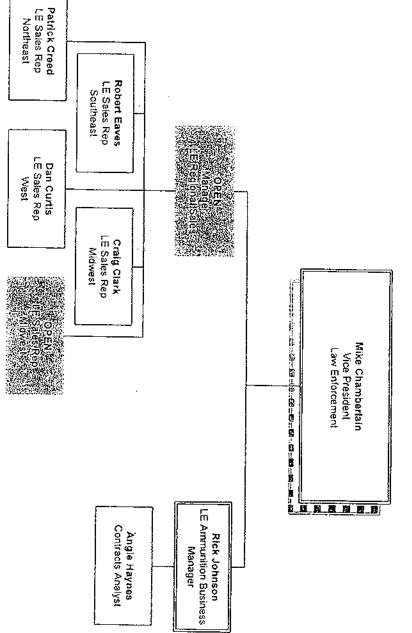
Andy Riesmeyer Key Account Manager, Bass Pro

Key Account Manager, Dick's Sporting Goods Robert Zook

Ted Hartley Key Account Manager, GI Joes, Big 5 & BiMart

John Benjamin Key Account Manager, Dunhams

## Vice President, Law Enforcement Sales

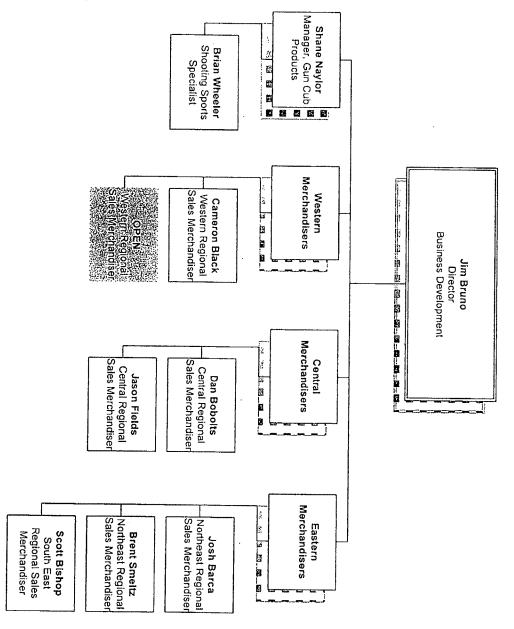


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FREEDOM GROUP

January 28, 2010

### Director, Business Development



REFDOM GROU

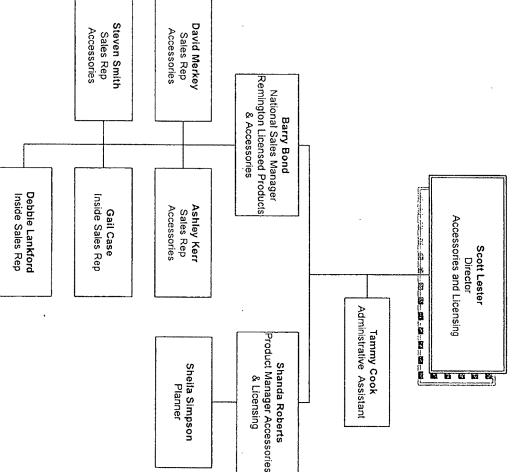
FREEDOM GROUP

January 28, 2010

A . Y . WA . 1 -



## **Director, Accessories and Licensing**



FREEDOM GROUP

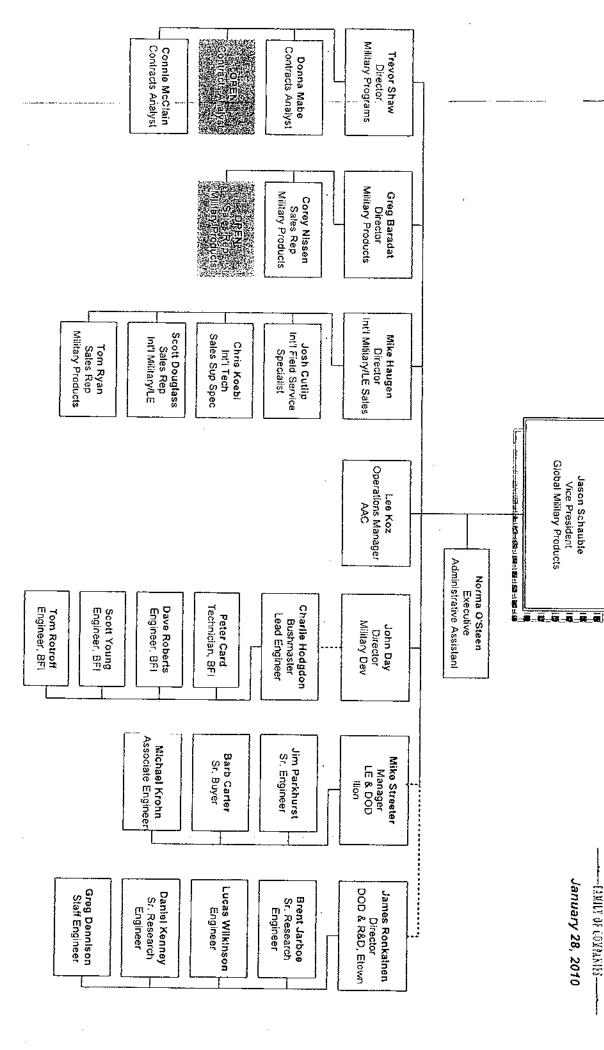
January 28, 2010

7.



# Vice President - Global Military Products

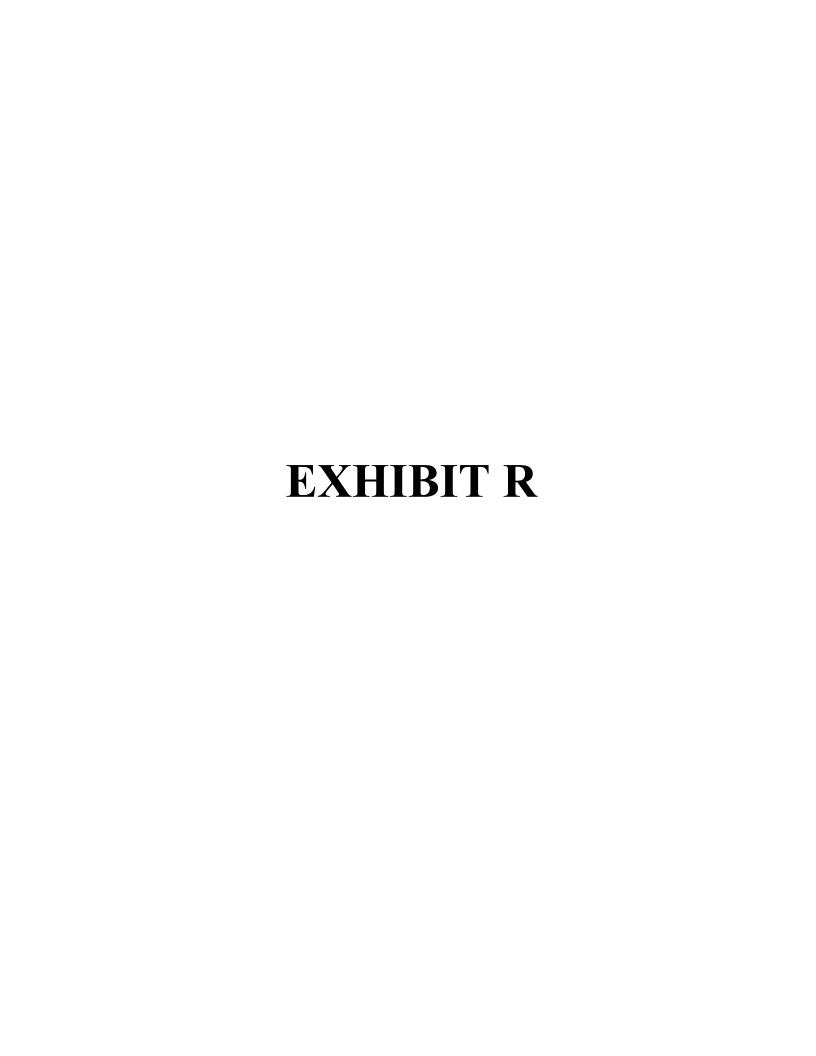
Jason Schauble Vice President





Freedom group

-SHYNAKOD AD ATHKID-January 28, 2010



### Message

**From**: Tim Viers [Tim.Viers@razorfish.com]

**Sent**: 10/21/2009 2:10:51 PM

To: Smith, Ryan [/O=REMINGTON/OU=EXCHANGE ADMINISTRATIVE GROUP

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Smithrt]

Subject: RE: Man Card

Cool stuff. I saw you called yesterday, but I was in a meeting and have been going super long days the past couple of weeks. Will try to give you a call this weekend.

**From:** Smith, Ryan [mailto:Ryan.Smith@remington.com]

Sent: Wednesday, October 21, 2009 6:55 AM

To: Tim Viers

Subject: RE: Man Card

I didn't mention it in my initial email, but the ad ran in Maxim Magazine. It isn't a traditional publication for us or a gun manufacturer for that matter, but the response has been incredible. We'll expand the run in the first of the year to other publications. I actually just got a call from Rolling Stone this morning wanting to know if we would be interested in running it there. Too cool.

Yes, the products that I work on are really edgy and fun. For Remington I manage just the Law Enforcement products and brand, whereas for Bushmaster I am the marketing department for the whole company (firearms, parts, accessories, etc.). My newest product, the ACR, is hopefully going to change the firearms market in the next 2-3 years. I'll share more when we are closer on that.

I hope you are doing well,

RT

From: Tim Viers [mailto:Tim.Viers@razorfish.com]

Sent: Tuesday, October 20, 2009 4:42 PM

To: Smith, Ryan Subject: RE: Man Card

...and who went on to work for an ad agency and is used to clients getting credit for his work, but loves it when they share. ©

Good stuff, man. Somehow didn't realize you were actually selling something this big and badass. I'm assuming you're focused on law enforcement as opposed to consumers.

**From:** Smith, Ryan [mailto:Ryan.Smith@remington.com]

Sent: Tuesday, October 20, 2009 1:02 PM

To: bill.hess@sanford.com; Brad Gilpin; Bobby Loughman; Bryce Elliott (bryce.elliott@wachovia.com); cdcubert@gmail.com; chris.mcreynolds@erac.com; Barrett, Craig; SFC David Bata; dpeete@huntersville.org; piattrealty@aol.com; EdFitzgerald (ed.fitzgerald@glock.us); doug@dougwinn.com; ginonlisa; glenn.wisser@glock.us; Greg Bonsib; Ian.F.Mader@gmail.com; Freeman, Jeff; JeffMattson; jessica.wolma@sanford.com; dunnco\_75050@yahoo.com; fustolo@hevanet.com; KeithEarly; kfmader@sbcglobal.net; Cornell, Ken; kirk@keenfootwear.com; Lane Tobiassen; Vonada,Larry; Mark Eitzen; CPT Mark Hoffman; Mark Newman - Work; 'mschin1801@aol.com'; Matt Hearn; Matt Schoolfield; Lt. Matt Tracht; mbk2@comcast.net; Kirk168@aol.com; steve@tnwcorp.com; Mike Prstojevich (prsto@comcast.net); miriaml@integraonline.com; Nancy Mader; Pike Spraggins (pspraggi@lfucg.com); Pike Spraggins - Home; RandyTrout; Richard Howard; Rick Hinderer; Owens, Robert; Rob & Erin - Home; Roger Churchill; scottfordice@yahoo.com; scott.griffith@rubbermaid.com; Scott McCrae; Scott Munger; shad\_kayser@msn.com; 'sanderson@ci.beaverton.or.us'; Steve McCracken; pringle@westsidechristianhs.org; Tim Viers; tobie.hatfield@nike.com; Todd Sloan; troy.kazebee@nike.com; wray@griffitheng.com; Zach Miller Subject: Man Card

I think most people in marketing dream of their first advertising campaign. Sure, it takes a great agency to come up with it and a good media plan to get it out there, but marketing guys like to feel that they had something to do with it. Well, my time has come. This link will take you to the web execution of my first ad campaign which will run over the next year along with print ads, promotions and a product give-away.

A shout-out to Tim Viers, in whose Falcon North Apartment at SPU, coined this phrase for me for the first time.

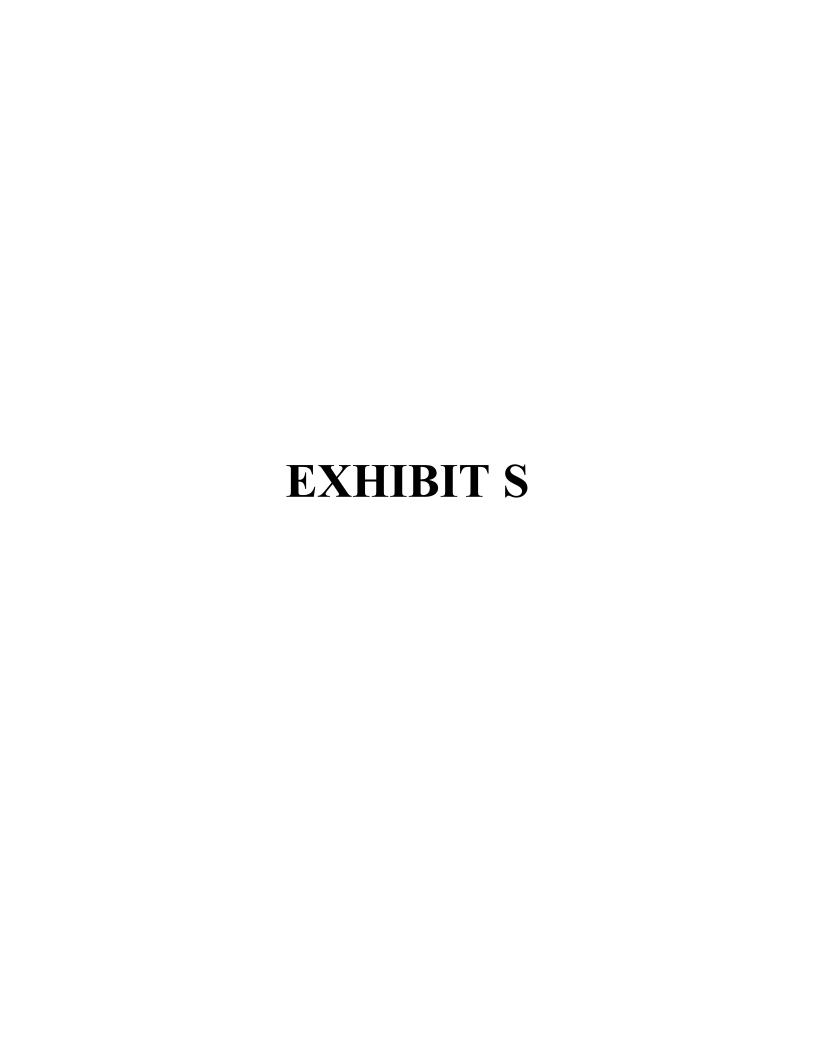
### www.bushmaster.com/mancard

Ryan T. Smith
Brand Manager – LE/Tactical Firearms
Remington Arms Co., Inc.
Bushmaster Firearms Int'l, LLC

870 Remington Drive Madison, NC 27025 336.548.8646 work 336.453.4909 cell ryan.smith@remington.com

Message was spam and virus filtered by Vircom Modusgate appliance

Message was spam and virus filtered by Vircom Modusgate appliance



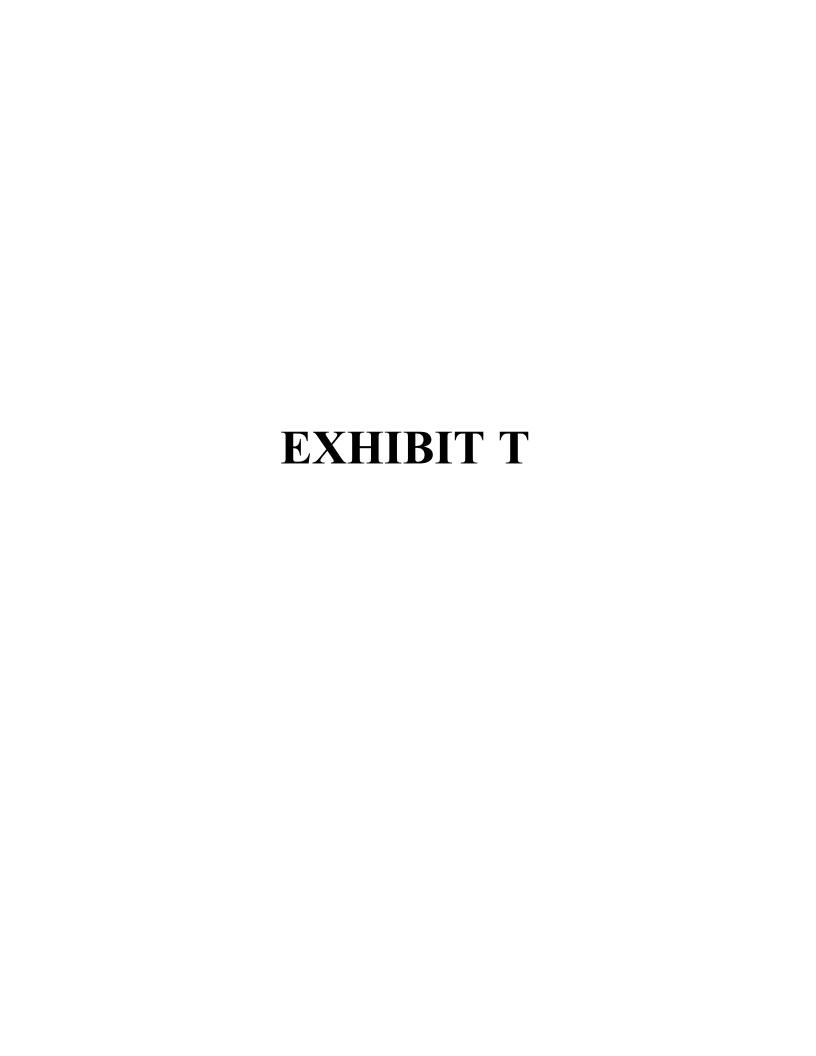
### Meeting Agenda Freedom Group 2010 Creative Review 12.22.09, 8:00 AM – 4:00 PM

LOCATION: Madison – Eliphalet

ATTENDEES: Marc Hill, Roy Gifford, John Trull, Tom Scott, Phil Murdock, John

Fink, Brian Lasley, Tim Tanker, Scott Hanes, Bill Shirmacher, Ryan Smith, Pam Faulcon, Davida McMillian, Kevin Cadigan, Pat Boehnen, Holly McNeely, Eric Barnes, Paul Brothers, Kyle Whiteis

- 8:00 12:00: Remington
  - Review Campaign Look/Feel Alternatives (review options to previously discussed campaign look and feel)
  - 2010 Product Creative & Media Strategy Overview for the following:
    - Model 700
    - Model 887
    - Core-Lokt
    - Wingmaster HD
    - Home Defense
    - Women
  - Review HyperSonic Launch Plan and Media Strategy
    - Discuss any creative elements with deadlines for SHOT, i.e. teaser for SHOT booth, etc. Ad creative to follow in January.
  - Review launch plan for VersaMax, briefly discuss launch schedule
- 12:00 12:45: Lunch
- 12:45 2:15: Marlin
  - 2010 Product Creative & Media Strategy Overview for the following (continuation of 2009 campaign look and feel):
    - Marlin X7
- 2:15 4:00: Bushmaster
  - Review 2010 Product Creative & Media Strategy Overview for the following;
    - Bushmaster ACR (recap of completed materials by this date, and review future elements)
    - Bushmaster Family / Man Card concepts



Fill in this information to identify the case and this filing:					
Debtor Name Remington Arms Company, LLC					
United States Bankruptcy Court for the Northern District of Alabama					
Case number (if known): _20-81692-11					

### Official Form 204

# Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 40 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 40 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 40 largest unsecured claims.

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim  If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	PENSION BENEFIT GUARANTY CORPORATION OFFICE OF THE GENERAL COUNSEL 1200 K STREET, N.W. WASHINGTON, DC 20005-4026	PENSION BENEFIT GUARANTEE CORPORATION OFFICE OF THE GENERAL COUNSEL PHONE; 202-326-4020 X4638 FAX: 202-326-4112 EMAIL: NEUREITER.KIMBERLY@PBGC.COM	Pension Liability	Contingent, Unliquidated			Undetermined
2	STATE OF ARKANSAS PO BOX 3861 LITTLE ROCK, AR 72203-3861	JACK THOMAS, PROJECT MANAGER, BUSINESS DEVELOPMENT ARKANSAS ECONOMIC DEVELOPMENT COMMISSION PHONE: 501-413-9984 FAX: 501-682-7094 EMAIL: JTHOMAS@ARKANSAS.GOV	Development Agreement				Undetermined
3	CITY OF HUNTSVILLE 112 SPRAGINS AVENUE, HUNTSVILLE, AL 35801	CITY OF HUNTSVILLE PHONE: 866-478-8845 FAX: 256-883-3682 EMAIL: SHERRI.COONS@HSVUTIL.ORG	Development Agreement				Undetermined
4	STATE OF ALABAMA 12 WATER STREET CAMDEN, AL 36726	STATE OF ALABAMA PHONE: 334-682-9914 FAX: 334-242-4993	Development Agreement				Undetermined
5	STATE OF MISSOURI 400 NORTH CAPITAL ST NW #376 WASHINGTON DC 20001	SARAH WARREN, INCENTIVE SPECIALIST MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT PHONE: 573-526-6708 FAX: 573-526-9810 EMAIL: SARAH.WARREN@DED.MO.GOV	Development Agreement				Undetermined
6	ST MARKS POWDER PO BOX 603463 CHARLOTTE, NC 28260-3463	ST MARKS POWDER ATTN: HEATHER SWAIN PHONE: 850-577-2057 FAX: 850-577-2806 EMAIL: HEATHER.SWAIN@GD-OTS.COM	Trade				\$1,828,873
7	ECO-BAT INDIANA LLC PO BOX 846010 DALLAS, TX 75284-6010	ECO-BAT INDIANA LLC PHONE: 214-583-0336 FAX: 214-831-4013 ATTN: DANNY GUERRA, CORPORATE CREDIT MANAGER EMAIL: DGUERRA@RSRNA.COM	Trade				\$1,682,382

Remington Arms Company, LLC
Name

Name of creditor and complete mailing address, including zip code	address of creditor contact	claim (for example, trade	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim  If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
DASAN USA INC. 2400 MAIN STREET NW DULUTH, GA 30097	DASAN USA INC. TIM SHIN PHONE: 775-657-7053 FAX: 770-623-6723 EMAIL: TIM.SHIN@DASAN-USA.COM	Trade				\$987,818
SWANSON MARTIN & BELL ATTN: ANDREW LOTHSON 330 NORTH WABASH AVE SUITE 3300 CHICAGO, IL 60611	SWANSON MARTIN & BELL ATTN: ANDREW LOTHSON EMAIL: ALOTHSON@SMBTRIALS.COM FAX: 312-321-0990 PHONE: 412-321-9100	Professional Services				\$972,362
ART GUILD INC. 300 WOLF DRIVE WEST DEPTFORD, NJ 08086	ART GUILD INC. ATTN: BERNADETTE SANDONE, A/R MANAGER PHONE: 856-853-7500 FAX: 856-686-4184 EMAIL: BSANDONE@ARTGUILD.COM	Marketing Services				\$950,624
ALLIANT TECHSYSTEMS OPERATIONS LLC PO BOX 734341 CHICAGO, IL 60673-4341	ALLIANT TECHSYSTEMS OPERATIONS LLC PHONE: 800-276-9337 FAX: 540-639-8496 EMAIL: GARY.DUGAN@NGC.COM	Trade				\$866,737
MSC INDUSTRIAL SUPPLY CO 12 PO BOX 953635 SAINT LOUIS, MO 63195-3635	MSC INDUSTRIAL SUPPLY CO JANET LEGETTE PHONE: 704-987-5679 X125679 EMAIL: LEGETTEJ@MSCDIRECT.COM FAX: 516-812-2530	Trade				\$837,152
QIQIHAR HAWK INDUSTRIES CO LTD 15 NAN YUAN ROAD QIQIHAR HEILONGIANG PROVINCE, CHINA 161005	QIQIHAR HAWK INDUSTRIES CO LTD PHONE: 86-186-0512-7427 FAX: 86-452-234-0633 EMAIL: XYJTO452@ALIYUN.COM	Trade				\$678,072
THE DOE RUN COMPANY ATTN: DEB MEDLEY 75 REMITTANCE DRIVE, SUITE 2172 CHICAGO, IL 60675-2172	THE DOE RUN COMPANY ATTN: DEB MEDLEY PHONE: 314-453-7115 FAX: 314-453-7189 EMAIL: CEO@DOERUN.COM	Trade				\$626,539
HELIO PRECISION INC. 601 NORTH SKOKIE HIGHWAY LAKE BLUFF, IL 60044	HELIO PRECISION INC. PHONE: 864-879-8100 FAX: 847-473-1306 EMAIL:AR.ROCHESTER@HNPRECISIO N.COM					\$473,677
SAP AMERICA INC. PO BOX 7780-824024 PHILADELPHIA, PA 19182-4024	SAP AMERICA INC. ATTN: MICHAEL JON DEL ROSARIO PHONE: 1-866-857-2621 X2 FAX: 336-548-8761 EMAIL: MICHAEL.JON.DEL.ROSARIO@SAP.C OM	Trade				\$472,524
DIE-NAMIC INC. 17 PO BOX 30516 LANSING, MI 48909-8016	DIE-NAMIC ATTN: ROBERT BOLOGNA PHONE: 734-710-3217 FAX: 734-710-3223 EMAIL: ROBERTBOLOGNA@DIE- NAMIC.COM	Trade				\$449,985
A M CASTLE & CO / CASTLE METALS 111125 METROMONT PARKWAY CHARLOTTE, NC 28269	A M CASTLE & CO / CASTLE METALS PHONE: 847-349-3851 FAX: 716-748-7788 EMAIL: JKANUTE@AMCASTLE.COM	Trade				\$448,323

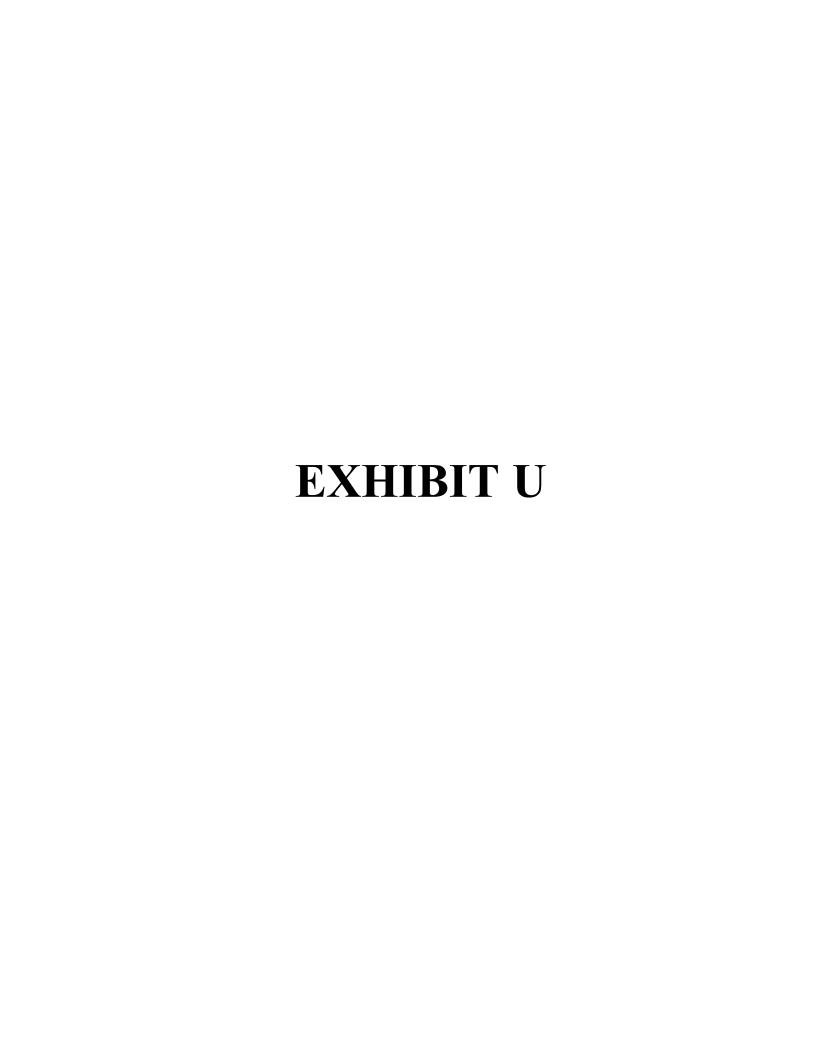
Remington Arms Company, LLC
Name

Name of creditor and complete mailing Name, telephone number, and email Nature of the Indicate if Amount of unsecured claim address, including zip code address of creditor contact claim (for claim is If the claim is fully unsecured, fill in only unsecured example, trade contingent, claim amount. If claim is partially secured, fill in total unliquidated, debts, bank claim amount and deduction for value of collateral or loans, or disputed setoff to calculate unsecured claim. professional services, and Total claim, if Deduction Unsecured partially secured for value of claim collateral or setoff KENNAMETAL INC. KENNAMETAL INC. Trade \$438,111 19 307 23RD STREET EXT SUITE 950 PITTSBURGH, PA 15215 PHONE: 630-963-9194 FAX: 800-294-9871 EMAIL: K-NA.CREDIT@KENNAMETAL.COM / DIANE.LISOVICH@KENNAMETAL.COM DECIMET SALES INC. DECIMET SALES INC. Trade \$378,332 ATTN: BUTCH ANDERSON ATTN: BUTCH ANDERSON 14200 JAMES ROAD PHONE: 763-428-4321 ROGERS, MN 55374 FAX: 763-428-8285 EMAIL: INFO@DSIMN.COM ALLTRISTA PLASTICS LLC ALLTRISTA PLASTICS LLC Trade \$369,192 LOCKBOX #745397 PHONE: 864-879-8100 21 PO BOX 745397 FAX: 417-873-2100 ATLANTA, GA 30384-5397 EMAIL: DHIGGINS@JARDENPLASTICS.COM **BROTHERS & CO BROTHERS & CO** \$344,444 Marketing 4860 SOUTH LEWIS PHONE: 918-743-8822 Services 22 TULSA, OK 74105-5175 FAX: 918-742-9628 EMAIL: LINDA.MILLIGAN@BONNIERCORP.CO CONTINENTAL TRAFFIC SERVICE CONTINENTAL TRAFFIC SERVICE INC. Trade \$332,589 23 INC. 5100 POPLAR AVENUE - 15TH ALLISON DOUGLAS PHONE: 888-836-5135 X7481 FLOOR FAX: 901-766-1522 MEMPHIS, TN 38137 EMAIL: ALLISOND@CTSI-GLOBAL.COM CHESSGROUP CHESSGROUP Trade \$317,135 24 7010 FLY ROAD EAST SYRACUSE, NY 13057 PHONE: 315-200-1037 FAX: 315-432-0899 EMAIL: ADMIN@CHESSGROUP.COM AMARK ENGINEERING & MFG INC. AMARK ENGINEERING & MFG INC. Trade \$308,768 25 CRAVETTE, AR 72736 PHONE: 479-787-5206 FAX: 479-787-6503 EMAIL: LAWANNA@AMARKENG.COM VISTA OUTDOOR SALES LLC VISTA OUTDOOR SALES LLC Trade \$281,016 PO BOX 734147 PHONE: 763-433-1000 26 CHICAGO, IL 60673-4147 FAX: 913-752-3571 EMAIL: TRACY.REDDEMANN@VISTAOUTDOO R.COM PRODUCTO CORPORATION PRODUCTO CORPORATION Trade \$256,961 2980 TURNER RD PHONE: 800-828-2216 27 JAMESTOWN, NY 14701 FAX: 716-484-2235 EMAIL: JANDERSON@RINGPRECISION.COM DAYTON LAMINA CORP DAYTON LAMINA CORP Trade \$245,432 PO BOX 77000 PHONE: 937-859-5111 28 DETROIT, MI 48277-1830 FAX: 937-859-5353 EMAIL: JDE@DAYTONPROGRESS.COM SAFARI CLASSICS PRODUCTION SAFARI CLASSICS PRODUCTION Trade \$243,750 5206 MCKINNEY AVENUE, SUITE 101 PHONE: 214-360-9599 29 DALLAS, TX 75205 FAX: 214-361-8789 EMAIL: TDANKLEF@AOL.COM

Remington Arms Company, LLC Name

Name of creditor and complete mailing Name, telephone number, and email Nature of the Indicate if Amount of unsecured claim address, including zip code address of creditor contact claim (for claim is If the claim is fully unsecured, fill in only unsecured example, trade contingent, claim amount. If claim is partially secured, fill in total debts, bank unliquidated, claim amount and deduction for value of collateral or loans, or disputed setoff to calculate unsecured claim. professional services, and Total claim, if Deduction Unsecured partially secured for value of claim collateral or setoff GENERAL DYNAMICS GENERAL DYNAMICS Trade \$240,349 55 MASSON STREET, CP 5520 ATTN: SUZIE TAILLEFER 30 VALLEYFIELD, OC J6S 4VP PHONE: 450-377-7835 CANADA FAX: 450-377-7800 EMAIL: SUZIE.TAILLEFER@CAN.GD-OTS COM NATIONAL RIFLE ASSOCIATION NATIONAL RIFLE ASSOCIATION Marketing \$232,528 PHONE: 703-267-1659 11250 WAPLES MILL RD Services 31 FAIRFAX, VA 22030 FAX: 703-267-3800 FMAII . ACCOUNTSRECEIVABLE@NRAHQ.OR G G & R MANUFACTURING G & R MANUFACTURING Trade \$214,159 190 SHERIDAN DRIVE PHONE: 203-729-2224 NAUGATUCK, CT 6770 FAX: 203-729-3113 EMAIL: LINDSAY@GRMANUFACTURING.COM DAY PITNEY LLP DAY PITNEY LLP \$209,695 Legal 1 JEFFERSON ROAD PHONE: 860-275-0100 33 PARSIPPANY, NJ 07054-2833 NORDIC COMPONENTS INC. NORDIC COMPONENTS INC. Trade \$193,774 34 79 E 8TH STREET WACONIA, MN 55387 PHONE: 952-442-8901 FAX: 952-442-8999 EMAIL: NORTICCOMP@GMAIL.COM / JARMO@NORDICCOM.COM GEODIS LOGISTICS LLC GEODIS LOGISTICS LLC Trade \$190.616 35 15604 COLLECTION CENTER DRIVE CHICAGO, IL 60693 ATTN: VIVIAN HARRIS, A/R MANAGER PHONE: 615-880-4865 FAX: 615-377-3977 EMAIL: VHARRIS@OHL.COM BUSHNELL INC. BUSHNELL INC. Trade \$189,760 PO BOX 734154 PHONE: 913-752-3400 36 CHICAGO, IL 60673-4154 FAX: 913-752-3571 EMAIL: TRACY.REDDEMANN@VISTAOURDOO R.COM **OBERG INDUSTRIES OBERG INDUSTRIES** \$189,423 Trade 2301 SILVERVILLE ROAD PHONE: 724-235-6101 37 FREEPORT, PA 16229-0315 FAX: 724-353-9755 EMAIL: ACCOUNTS.RECEIVABLE@OBERG.CO VILLAGE OF ILION TREASURER VILLAGE OF ILION TREASURER Tax \$174,634 38 PO BOX 4231 UTICA, NY 13504-4231 PHONE: 315-895-7449 FAX: 315-894-6050 EMAIL: ILION@ILIONNY.COM OHIO BROACH & MACHINE CO OHIO BROACH & MACHINE CO Trade \$154,479 35264 TOPPS IND PKWY PHONE: 440-946-1040 39 WILLOUGHBY, OH 44094 EMAIL: JLUTZ@OHIOBROACH.COM WESTROCK CONVERTING WESTROCK CONVERTING \$150,974 Trade 40 PO BOX 409813 ATLANTA, GA 30384-9813 ATTN: ROY MAYE, CREDIT MANAGER PHONE: 678-291-7378 FAX: 256-734-1477 EMAIL: ROY.MAYE@WESTROCK.COM

Cill in (	hio info	rmotion	to identify the sees or	ad this filings					
F 111 111 1	illis Illio	mation	to identify the case ar	ia uns ning.					
Debtor	Name _	Remingto	on Arms Company, LLC	=					
United	States E	Bankrupt	cy Court for the Northern	n District of Alaba	ama				
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Officia	al Form	202							
			Penalty of Perjury						12/15
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			the information in the docu e and correct:	uments checked be	elow and I	have a reas	onable belie	f that the	
		Schedu	le A/B: Assets-Real and Pe	ersonal Property (C	Official For	m 206A/B)			
		Schedu	lle D: Creditors Who Have	Claims Secured by	Property	(Official For	m 206D)		
		Schedu	lle E/F: Creditors Who Have	e Unsecured Claim	ns (Official	Form 206E	/F)		
		Schedu	lle G: Executory Contracts	and Unexpired Lea	ases (Offic	cial Form 20	6G)		
		Schedu	lle H: Codebtors (Official Fo	orm 206H)					
		Summa	ary of Assets and Liabilities	for Non-Individuals	s (Official	Form 206Su	ım)		
		Amend	ed Schedule						
		Other d	ocument that requires a de	eclaration					
	I declar	e under p	penalty of perjury that the fo	oregoing is true and	d correct t	o the best o	my informa	ion and belief	i.
Executed (		ed on	07/27/2020 MM/DD/YYYY	_ X	Signatur	re of individi	ial on behalf	of debtor	
					Ken D'A Printed				
						recutive Offi or relations	cer hip to debtor		



#### Message

Gifford, Roy [/O=REMINGTON/OU=EXCHANGE ADMINISTRATIVE GROUP From:

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=GIFFORDRO]

5/27/2010 5:51:01 PM Sent:

To: Cadigan, Kevin [/O=REMINGTON/OU=EXCHANGE ADMINISTRATIVE GROUP

> (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Cadigankj]; Shoffner, Kevin [/O=REMINGTON/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Schoffnerkr]; Faulcon, Pamela L.

[/O=REMINGTON/OU=REMARMS1/cn=Recipients/cn=passpf]

CC: Hill, Marc [/O=REMINGTON/OU=EXCHANGE ADMINISTRATIVE GROUP

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Hillma]; Trull, John

[/O=REMINGTON/OU=REMARMS1/cn=Recipients/cn=trulljc]; Chisnall, John

[/O=REMINGTON/OU=REMARMS1/cn=Recipients/cn=CHISNALLJH]; Murdock, Phillip G.

[/O=REMINGTON/OU=REMARMS1/cn=Recipients/cn=murdockpg]; MCD Group

[/O=REMINGTON/OU=REMARMS1/cn=Recipients/cn=MCDGroup]; Ingle, Casey [Casey.Ingle@c-e.com]; Rossow, Michelle [Michelle.Rossow@c-e.com]; Mazey, Kendra [Kendra.Mazey@c-e.com]; 'matthew@trinity-inc.com'

[matthew@trinity-inc.com]; Mike Ladd [MikeL@retailsportsmarketing.com]; Brandon Rhoten

[brandonrhoten@gmail.com]

Subject: June Media Presence

Attachments: June Media Presence 2010.pdf

#### Kevin/Kevin,

Please post our June Media Presence on salesforce.com.

#### Pam,

Please send out to FGI Corporate on behalf of MCD.

Let's work with C-E to develop a monthly media communication. This will be a great selling tool for our reps.

Thanks,

## Roy Gifford | VP of Brands & Research

Remington Arms Company, Inc.

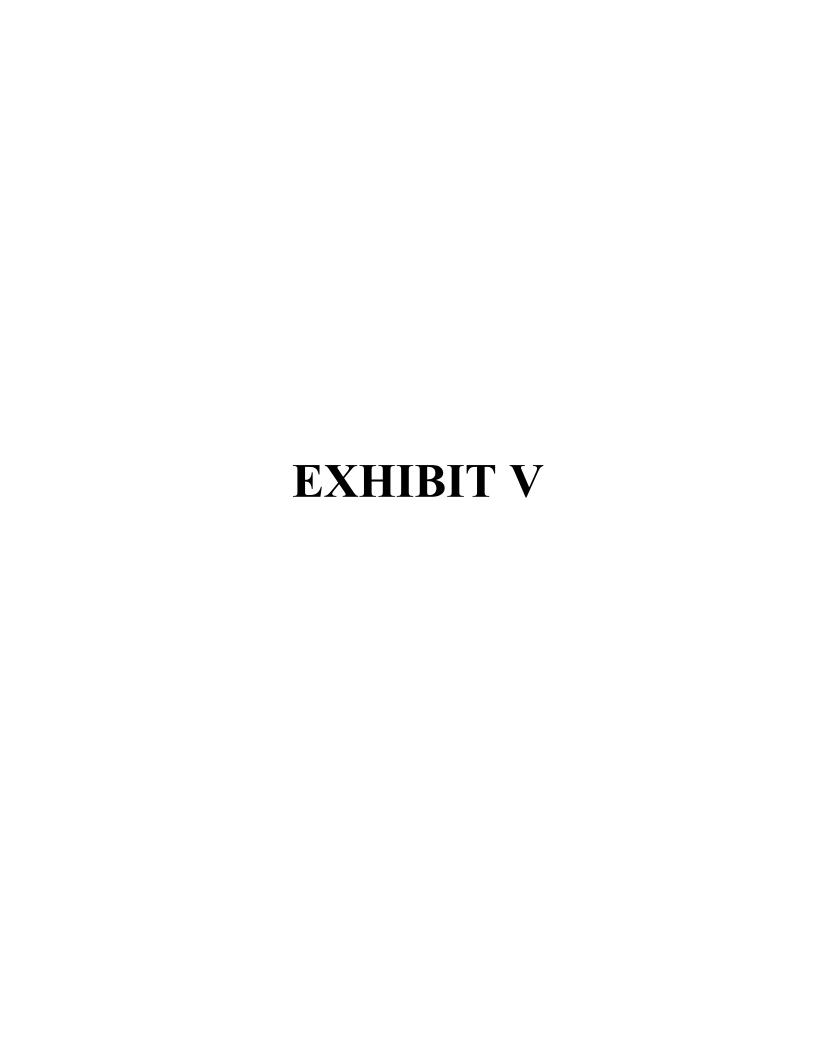
870 Remington Dr., PO Box 700, Madison, NC 27025-0700

Phone: 336.548.8691 | Fax: 336-548-8629

#### Freedom Group Family of Companies

Remington | Bushmaster Firearms | DPMS / Panther Arms | Marlin | H&R | Dakota Arms Parker Gun | L.C. Smith | EOTAC | INTC | Advanced Armament Corp | Barnes Bullets

Confidentiality/Proprietary Note: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply back to sender advising that you have received the e-mail in error and delete this e-mail from your system. Thank you.



**From:** Keffer, Gary D.

**Sent:** Monday, December 10, 2012 8:11 AM **To:** Martinez, Carlos; Cox, Daniel W.

Cc: Novin, Teddy

**Subject:** Re: Actual ACR ad as it ran this year.

**Attachments:** image001.jpg

I want to talk to you guys this week about plans for the ACR in '13. We can't have a \$100+ million business unit being presented with licensed photos. The brand, the product line and the people who build these guns deserve better.

Gary Keffer Assistant Brand Manager

Remington Arms Company, LLC

Office: 336-548-8268 Mobile: 336-280-5559

Email: gary.keffer@remington.com

**From**: Mike Ladd [mailto:MikeL@rsmbiz.com] **Sent**: Monday, December 10, 2012 07:57 AM **To**: Novin, Teddy; Keffer, Gary D.; Buzaid, Emile G.

Cc: Martinez, Carlos; Cox, Daniel W.; Cox, Mitch G.; Keith Wallace <KeithW@rsmbiz.com>

**Subject**: Actual ACR ad as it ran this year.

FYI attached is our actual creative execution. I think it was very solid.



Michael Ladd | Vice President 10150 Mallard Creek Road | Suite 210 | Charlotte, NC 28262 p.704.717.9400 x122 | f.704.717.9409 Mikel@rsmbiz.com

From: Mike Ladd

Sent: Friday, December 07, 2012 9:38 PM

**To:** 'Novin, Teddy'; Keffer, Gary D.; Buzaid, Emile G. **Cc:** Martinez, Carlos; Cox, Daniel W.; 'Cox, Mitch G.'

**Subject:** RE: Is this the same image that appears in our Bushmaster ads?

Hey guys -

Here is some background info. The photo comes from the Department of Defense Flickr feed. You can see the info on this specific photo below. RSM chose this photo to use for our creative exploratory to illustrate a powerful headline, red background treatment and a strong highlight on the black firearm. All decision makers (including Carlos, Daniel and Mitch) involved liked the treatment and the confident attitude of the soldier. RSM told MCD that we want to use one of Carlos' contacts at Ft Bragg to shoot this type of image using our firearm and clothing of our choice. It was decided that

there was NO budget for a real photoshoot, so we were asked to photoshop in the Bushmaster firearm and use the red background to somewhat obscure the image. Which we did and was approved by all. And we contacted the DOD for approval which we were granted below.

As you may have noticed, we did not chose to re-use this image in the 2013 BFI catalog, as we now have real SWAT team imagery that we shot for ourselves with the Durham police department. We plan to use this new imagery in the 2013 ad campaign, as well as get images from a planned White Plains, NY SWAT team that George is familiar with.

I have to say, I've never seen this poster that is being referenced. From what I can tell in the image, they still have the image of the soldier on the helmet, so they are likely using it without permission.

From: Nokes, David L CIV OSD PA [David.Nokes@osd.mil]

**Sent:** Monday, March 12, 2012 10:05 AM **To:** Keith Wallace; RSS dd - OSD-PA PAreview **Cc:** Dudley, Donna, Tobyhanna; Ryan Calahan

Subject: RE: Bushmaster Advertising

Mr. Wallace,

Thank you for your inquiry; we have reviewed your ad layout. We have no objection to the use of the DoD image as it is incorporated into the ad as long as you remove or obscure the soldier's name on the helmet and print a non-endorsement disclaimer.

Please see the attached graphic for reference.

Thank you very much and please let me know if you have any questions.

David L. Nokes
Community Relations Policy
DoD Branding & Trademark Licensing Program
Office of the Assistant Secretary of Defense (Public Affairs)
Community & Public Outreach
Pentagon, Room 2D982
703-693-0309, DSN 223
david.nokes@osd.mil

## 090627-N-9797W-055

A U.S. Soldier with 1st Squadron, 150th Cavalry Regiment, 30th Heavy Brigade Combat Team, 1st Cavalry Division wears a mask to protect himself from a dust storm in Baghdad, Iraq, June 27, 2009. (U.S. Navy photo by Mass Communications Specialist 2nd Class Edwin L. Wriston/Released)

http://www.flickr.com/photos/39955793@N07/3681419227/

If anyone would like to talk further about this I'm available anytime this weekend. We are a very professional agency and are proud to work on your behalf.

Home 704-655-7223, Cell 704-728-1603



Michael Ladd | Vice President 10150 Mallard Creek Road | Suite 210 | Charlotte, NC 28262 p.704.717.9400 x122 | f.704.717.9409 Mikel@rsmbiz.com

From: Novin, Teddy [mailto:teddy.novin@remington.com]

**Sent:** Friday, December 07, 2012 9:00 PM **To:** Keffer, Gary D.; Buzaid, Emile G.

Cc: Mike Ladd; Martinez, Carlos; Cox, Daniel W.; Keith Wallace

Subject: Re: Is this the same image that appears in our Bushmaster ads?

Good call on this, Gary. Looping in Emile.

Thanks,

Teddy

Ted Novin (202) 253 1860

Sent from my iPhone

On Dec 7, 2012, at 8:01 PM, "Keffer, Gary D." < Gary. Keffer@remington.com> wrote:

The foremost concern is rights to usage. How are those vetted?

The secondary is that we're using an image with the Bushmaster logo that isn't exclusive to Bushmaster.

Gary Keffer Assistant Brand Manager Remington Arms Company, LLC

Office: 336-548-8268 Mobile: 336-280-5559

Email: gary.keffer@remington.com

From: Mike Ladd [mailto:Mikel@rsmbiz.com]
Sent: Friday, December 07, 2012 07:07 PM

To: Keffer, Gary D.; Martinez, Carlos; Cox, Daniel W.; Keith Wallace < Keith W@rsmbiz.com >

Cc: Novin, Teddy

**Subject**: Re: Is this the same image that appears in our Bushmaster ads?

We got an image from the DOD directly and got their approval to use it. Not sure if this is the same image. We can investigate.

**From**: Keffer, Gary D. [mailto:Gary.Keffer@remington.com]

**Sent**: Friday, December 07, 2012 06:39 PM

To: Martinez, Carlos <a href="mailto:Carlos:Martinez@remington.com">Cox, Daniel W. <a href="mailto:Cox@remington.com">Daniel.Cox@remington.com</a>; Cox, Daniel W. <a href="mailto:Cox@remington.com">Daniel.Cox@remington.com</a>;

Mike Ladd; Keith Wallace

Cc: Novin, Teddy <teddy.novin@remington.com>

**Subject**: Is this the same image that appears in our Bushmaster ads?

This was flagged and emailed to me. It looks like the image one of our Bushmaster ads. Can anyone identify or confirm the image source?

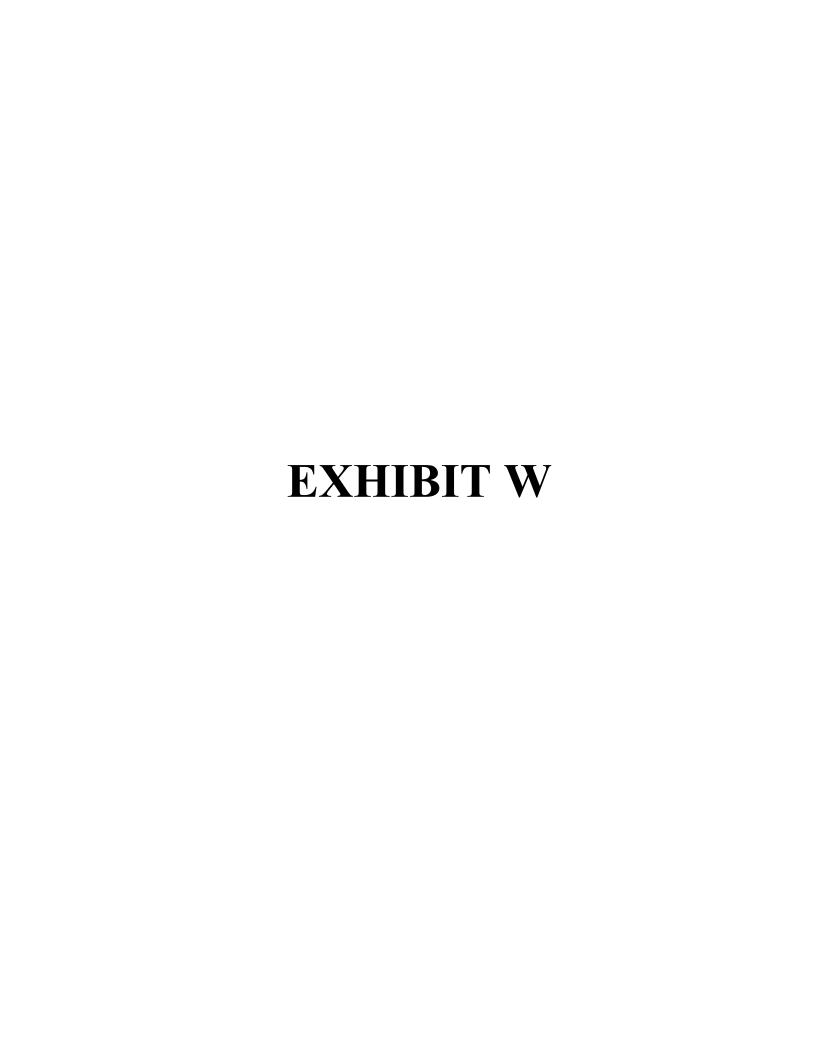
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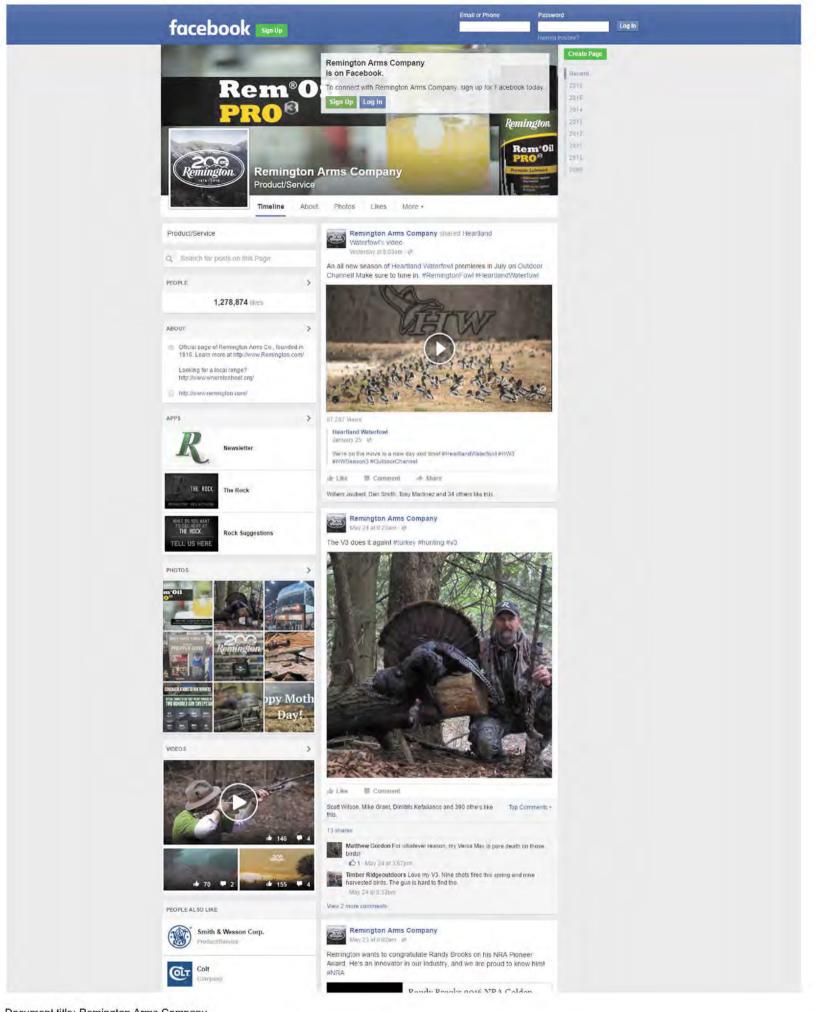
## **Gary Keffer** | Assistant Brand Manager Remington Arms Company, LLC

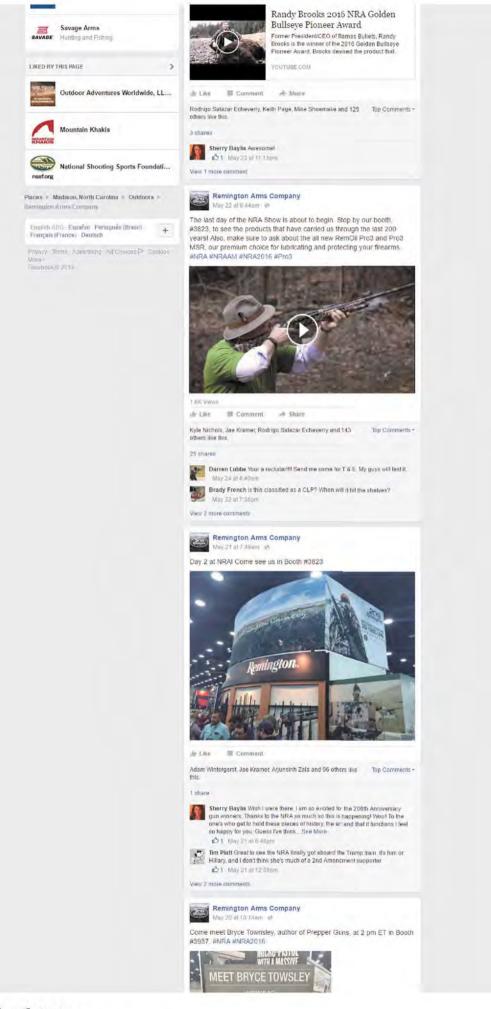
870 Remington Drive, PO Box 700, Madison, NC 27025-0700 Phone: 336,548,8268 | Cell: 336,280,5558 | Fax: 336,548,7578

Freedom Group Family of Companies: Remington | Marlin | Bushmaster Firearms | DPMS / Panther Arms | H&R | Barnes Bullets | Advanced Armament Corp | Mountain Khakis | Dakota Arms | Parker Gun | Para USA

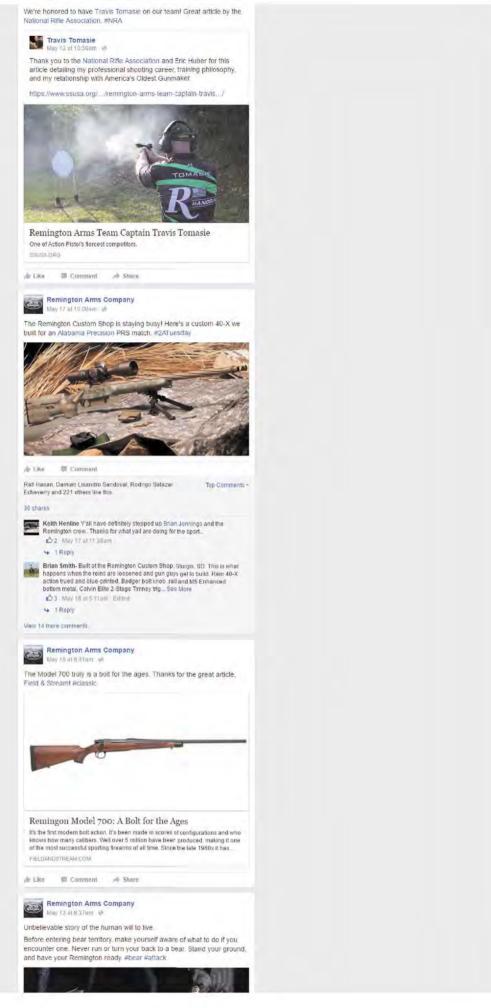
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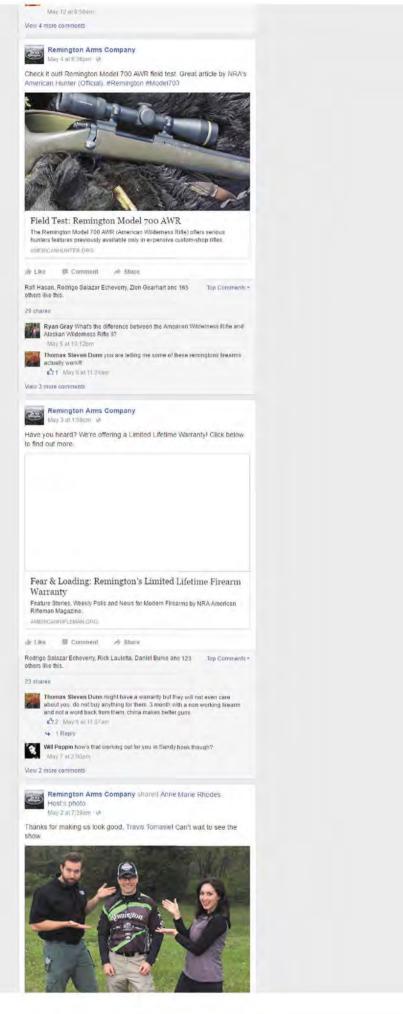


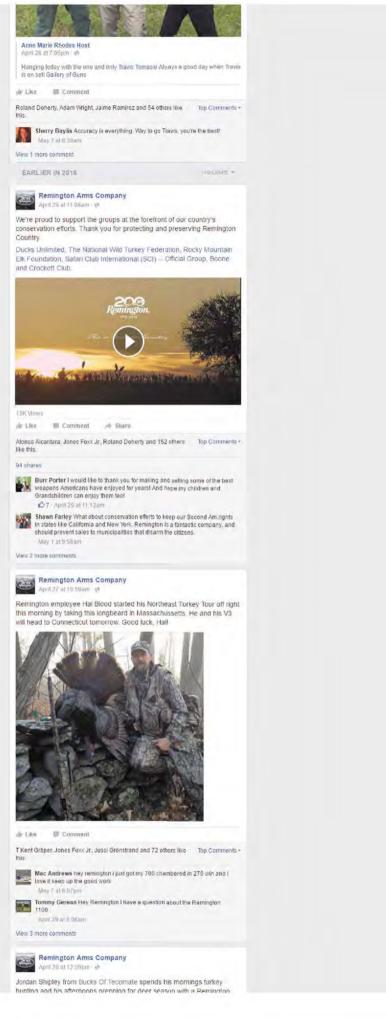












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hunting and his afternoons prepping for deer season with a Remington 700 Mountain .280, his preferred whitetail caliber Read more about Bucks of Tecomate here: http://www.tecomate.com/ Rodrigo Salazar Echeverry, Jay Haney, Leo Lassalvia and 88 others like this. Remington Arms Company
April 25 - M Congratulations to Travis Tomasie for winning High Overall in the Limited Division at the U.S. Practical Shooting Assn. (USPSA) Area 6 Championship! Special shoutout to the match staff for successfully hosting 540 competitors. Keep it up, Travist #winner Rodrigo Salazar Echeverry, Roland Doherty, Adam Wright and 99 Top Comments - others like this. 20 shares David Perri Congratulations Travisi!! You rock brother!!

3.1 April 28 at 4.55pm Alan Matthews Congress on that great wint Eest man won A6, what else can one say. See you at the next one.

52. April 27 at 8 01pm 4 2 Replies View 5 more comments Remington Arms Company
April 24 - Jih "Having been involved in almost every American conflict and supplying quality civilian guns for decades. Remington has become a true American icon " Thanks, Tactical-Life com for the great article, and thanks to everyone who has supported us along the way! #anniversary Bicentennial Celebration: 200 Years of Remington Looking back at Big Green's contributions to American history. TACTICAL-LIFE COM: ile Like Comment A Share Mark Wills, Rodrigo Salazar Echeverry, Darriell Fennell and 2,712 Top Comments - others like this: Remington Arms Company We're loving your comments! Everyone make some you're submitting these awesome Remington stories to 200sweepstakes remington com. Wê're giving away 200 guns this year and all you have to do to enter is share your Remindton experiences.



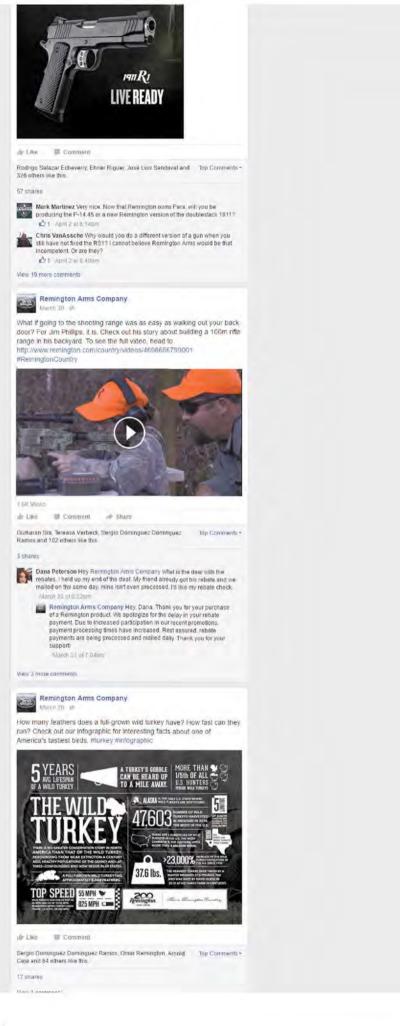




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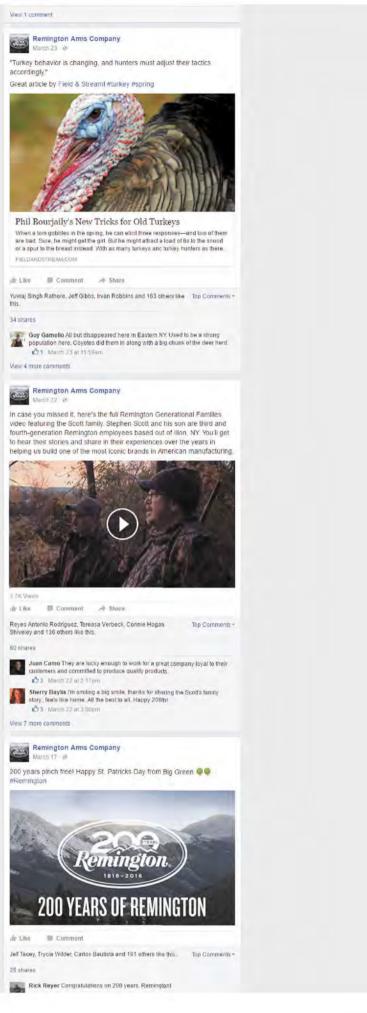
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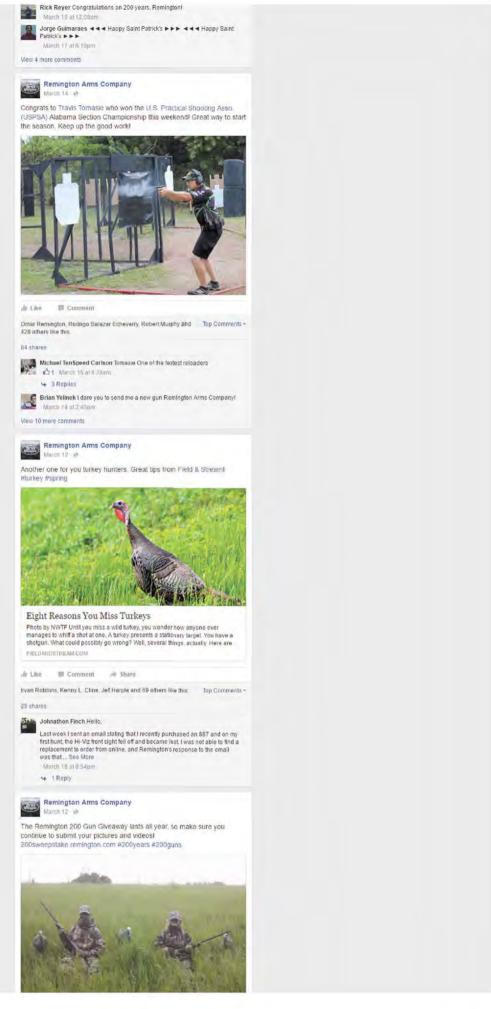




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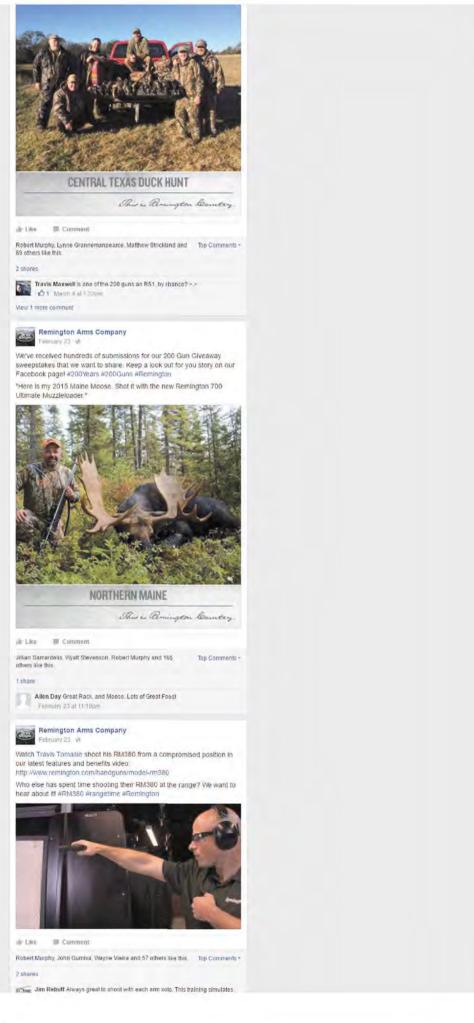
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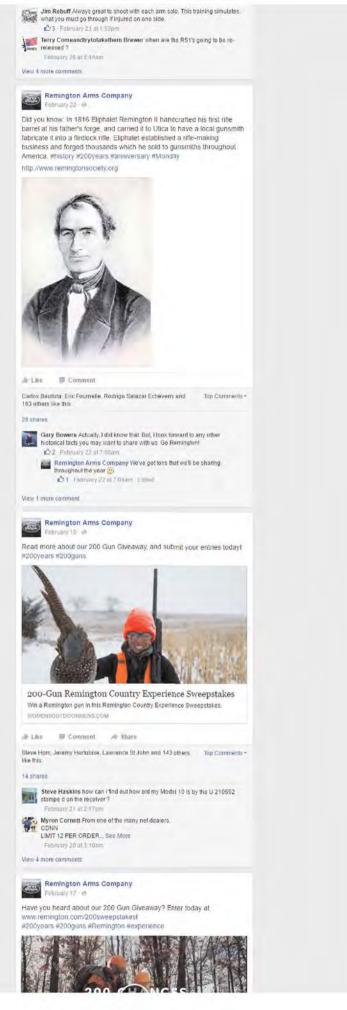




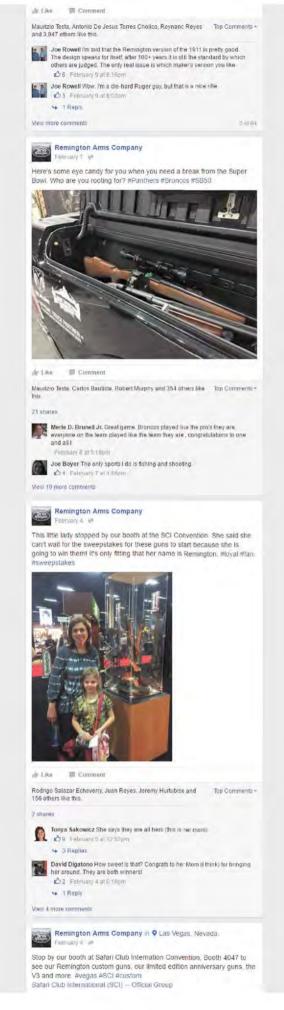


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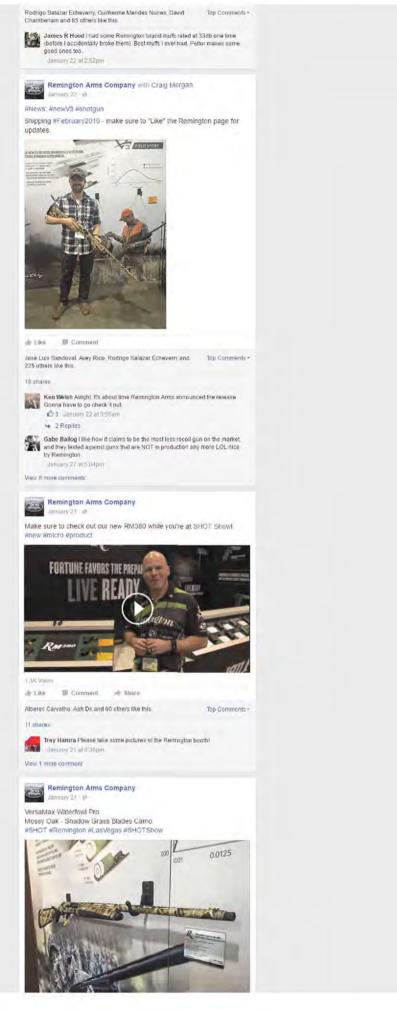










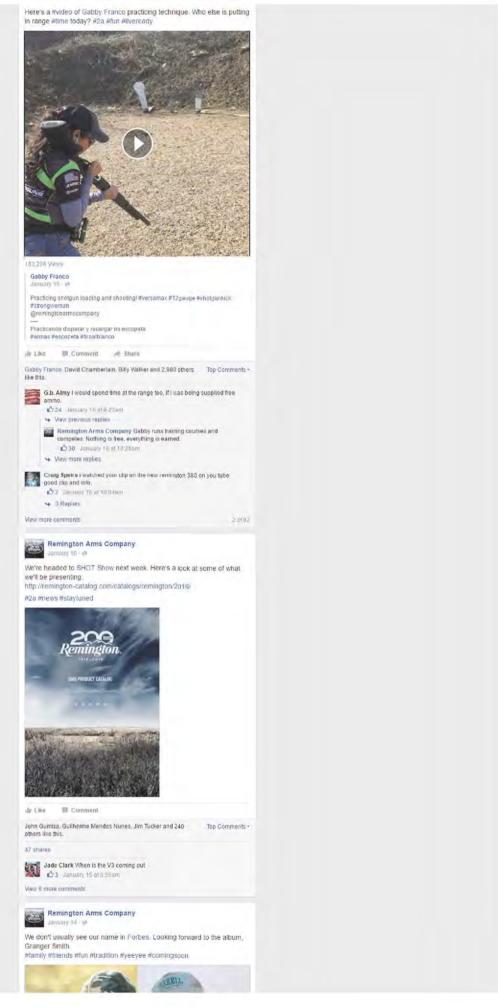


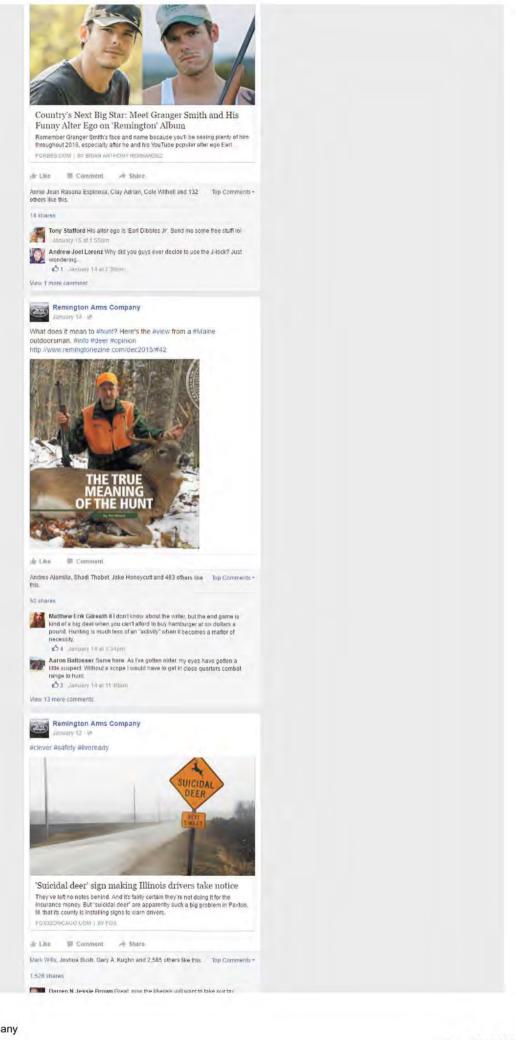










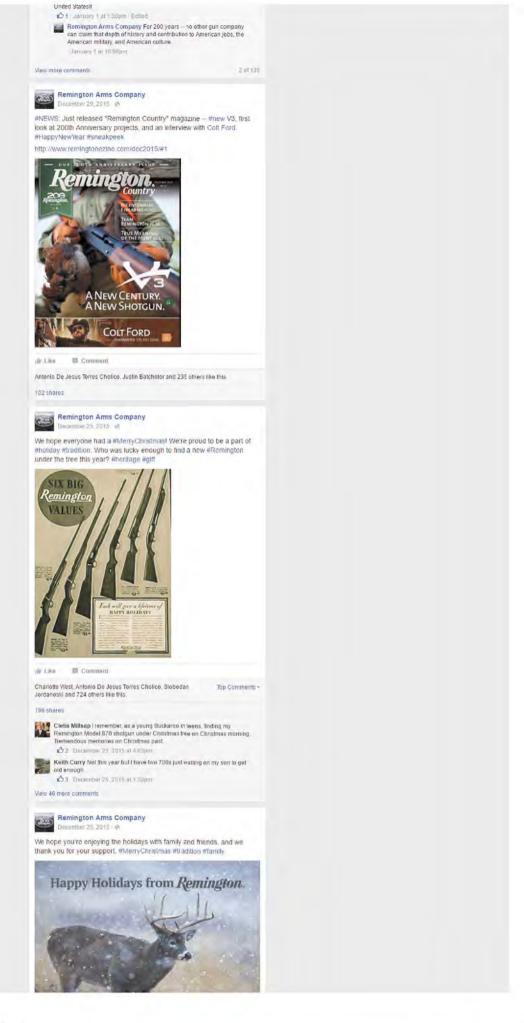












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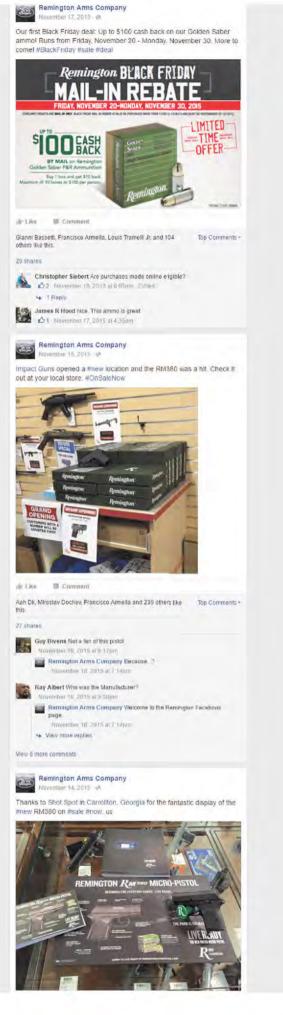


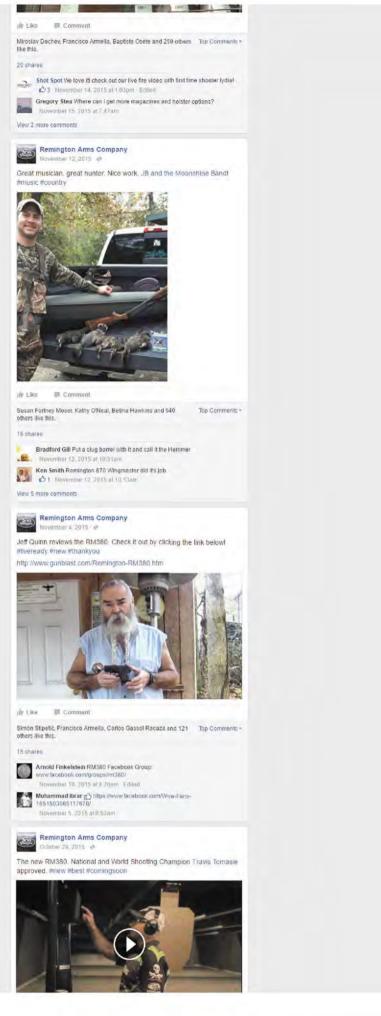




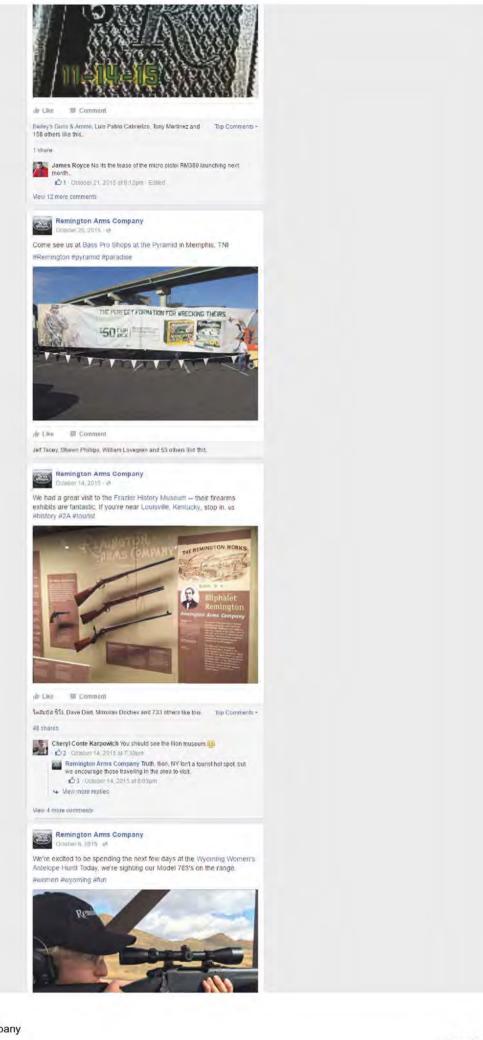










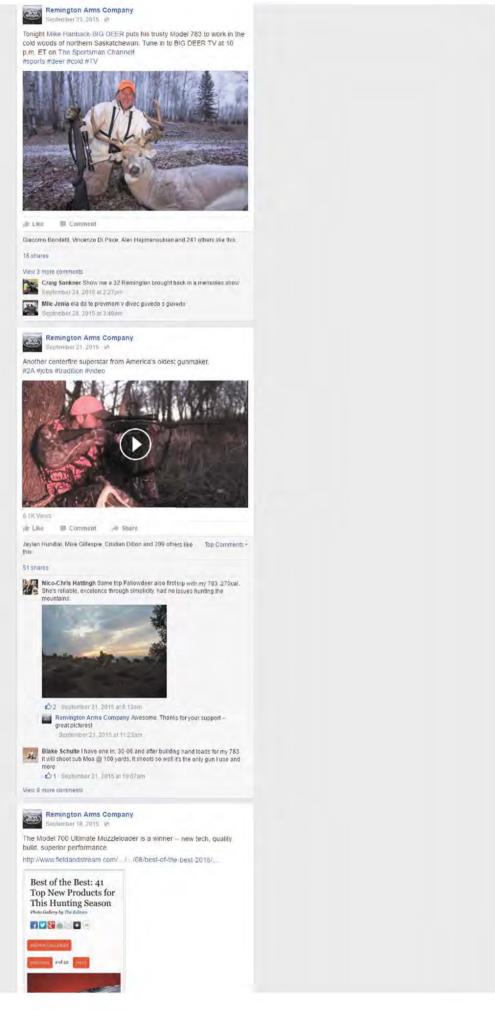


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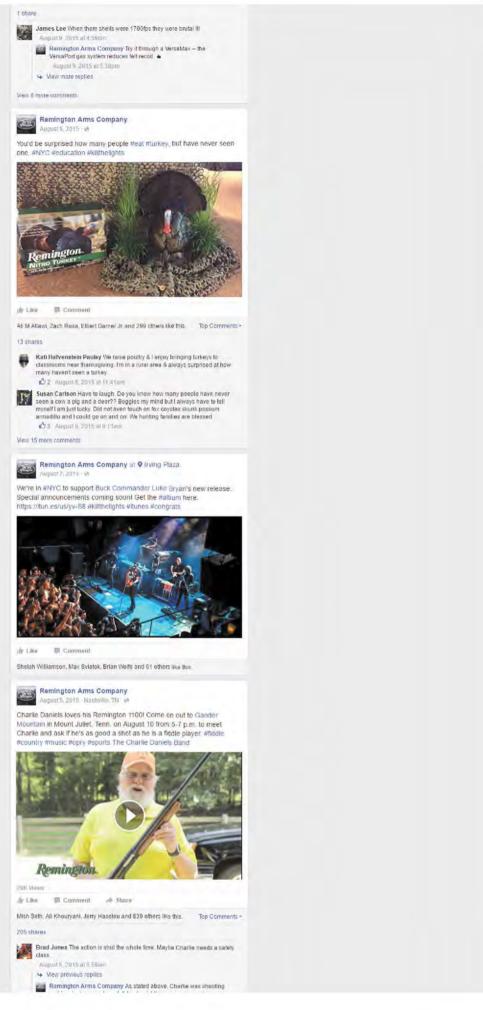


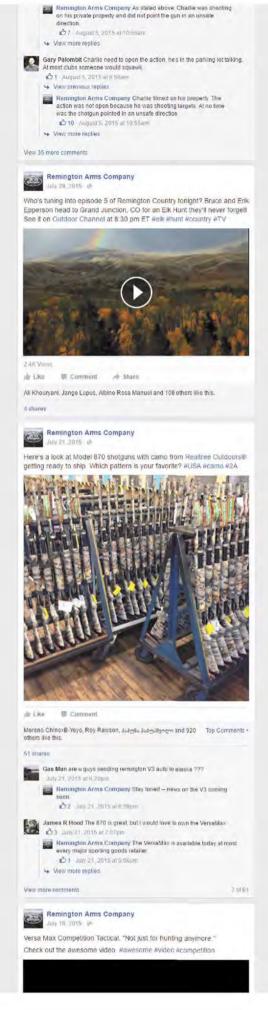
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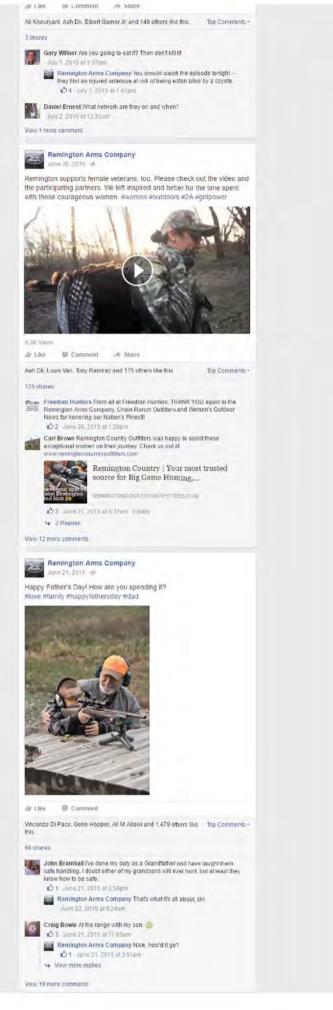






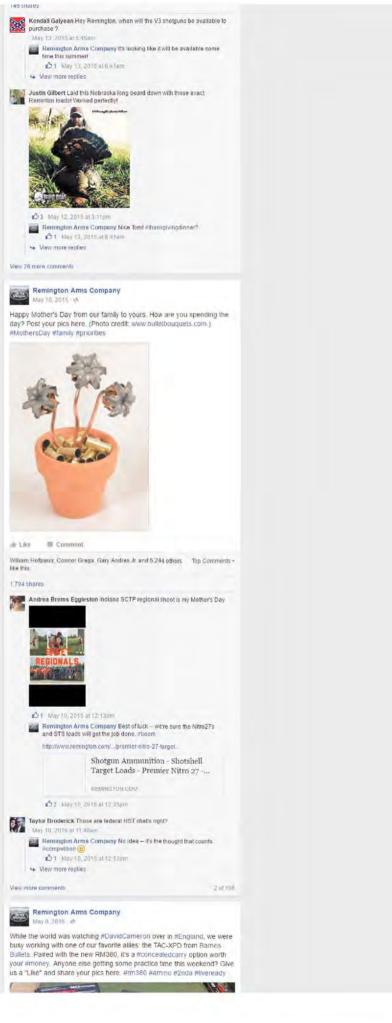


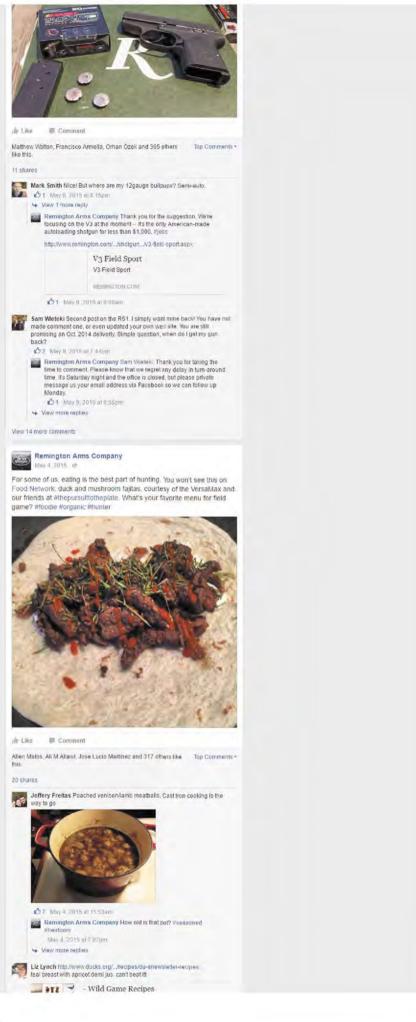










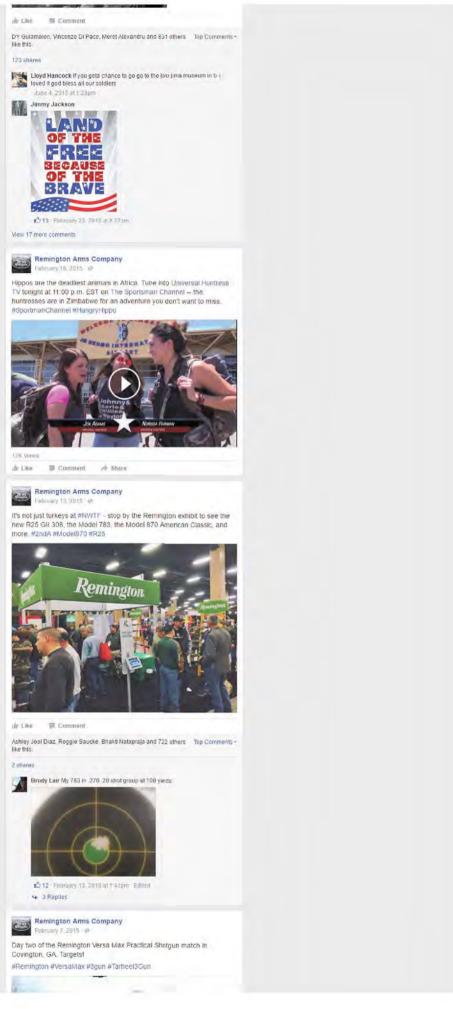




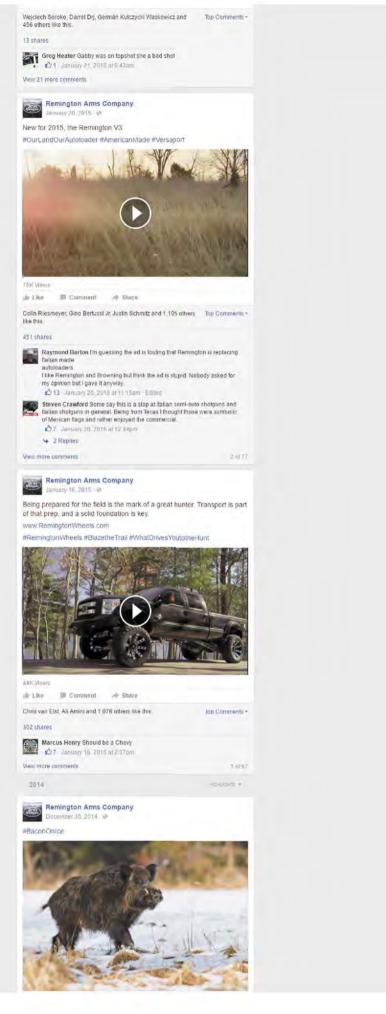






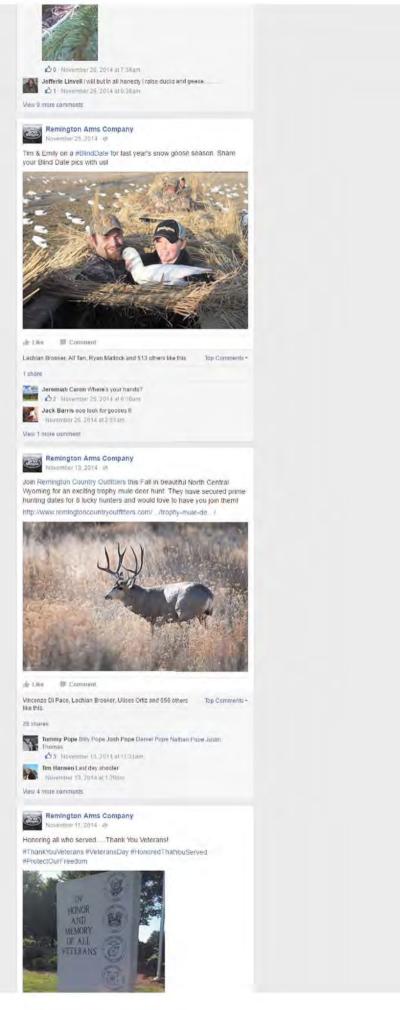


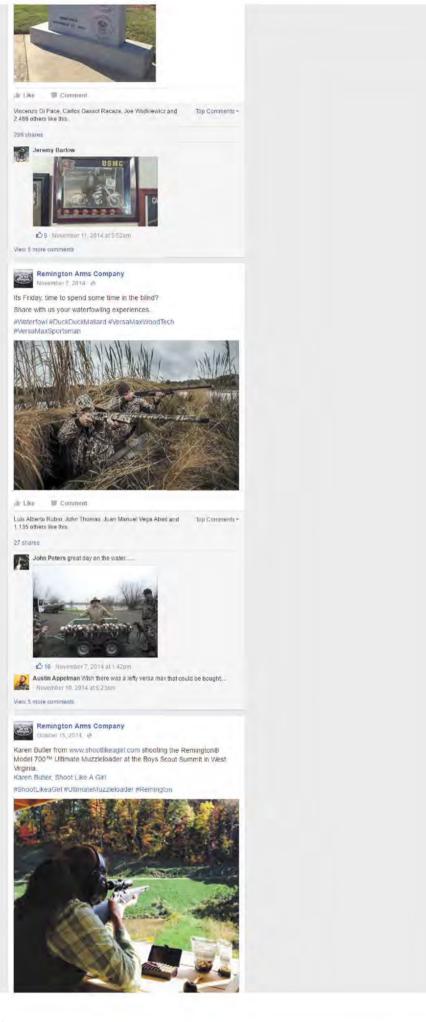




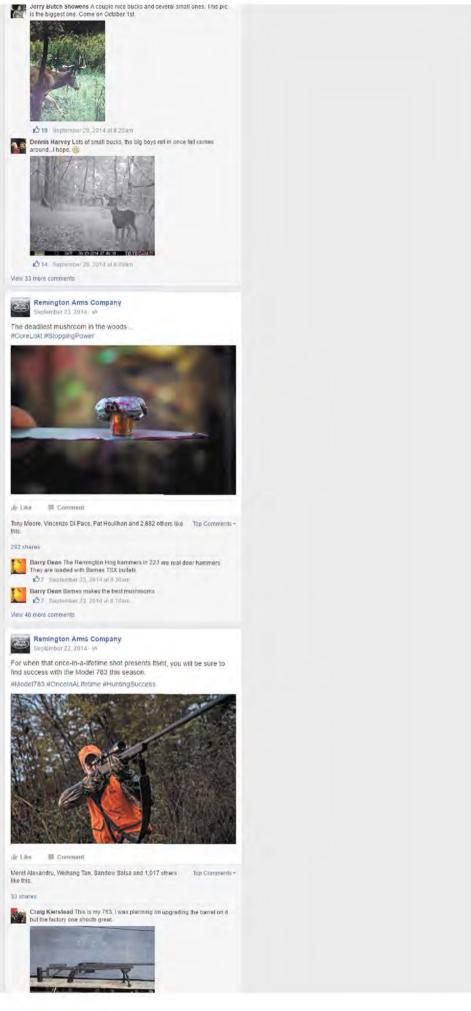


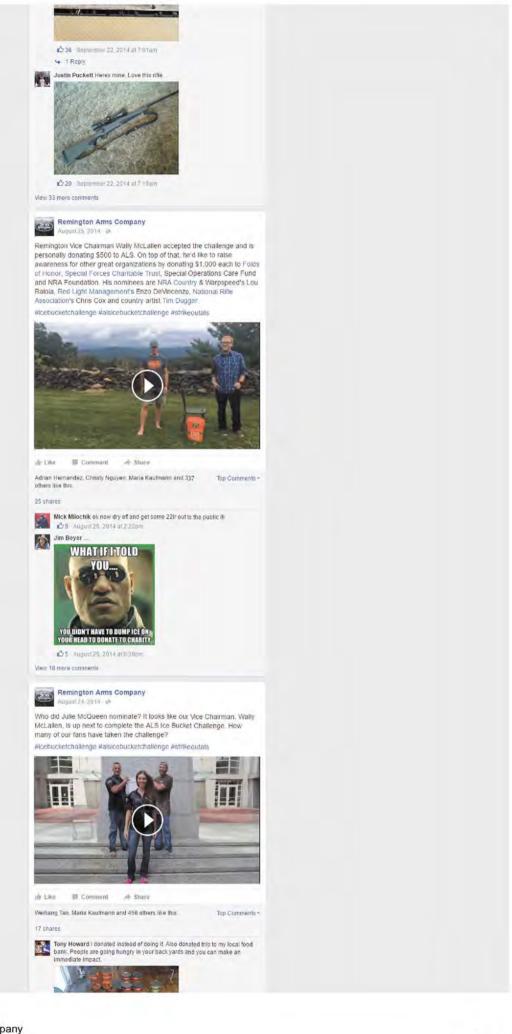






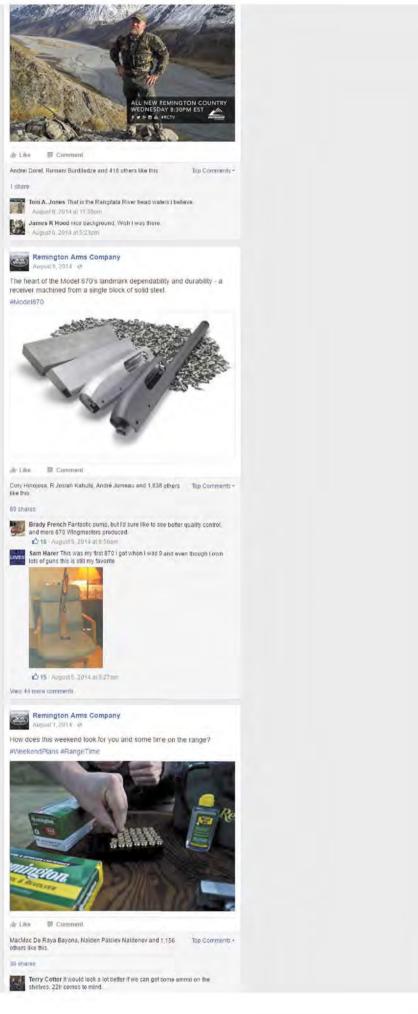


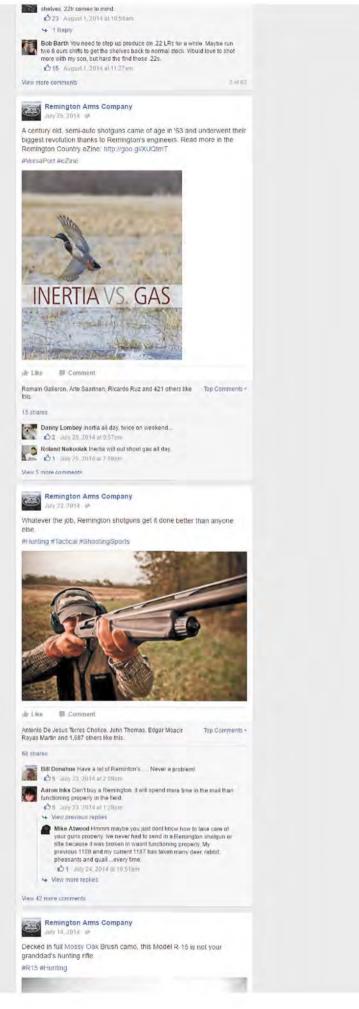


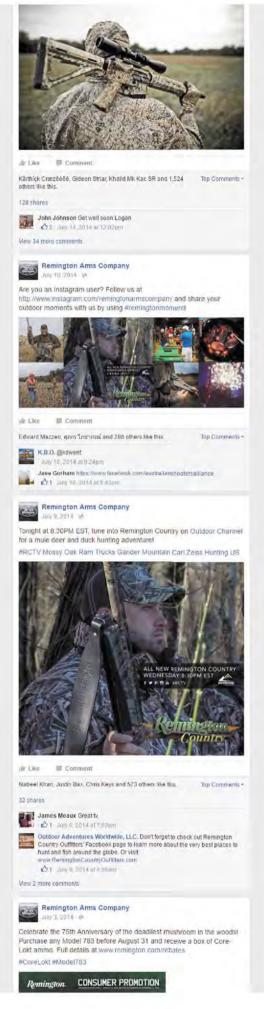
















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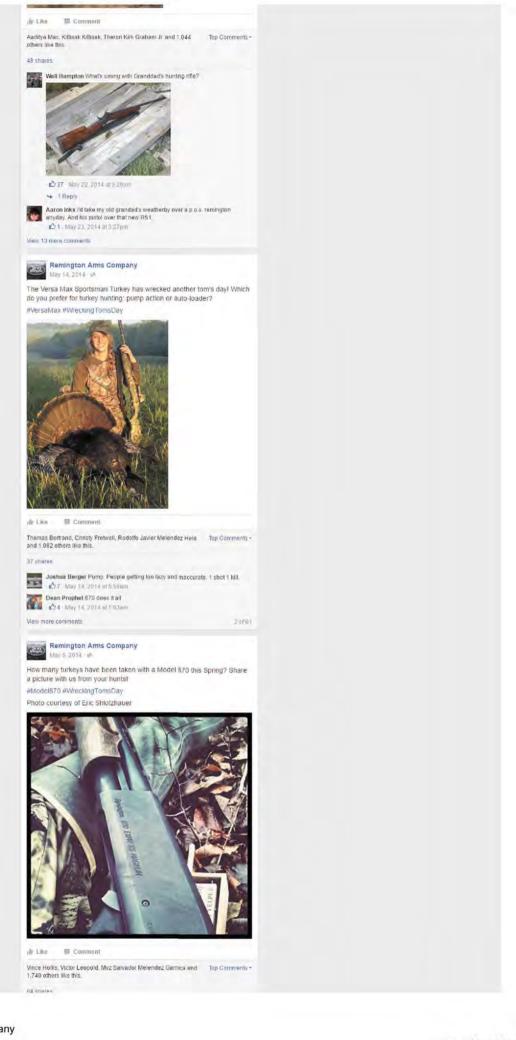
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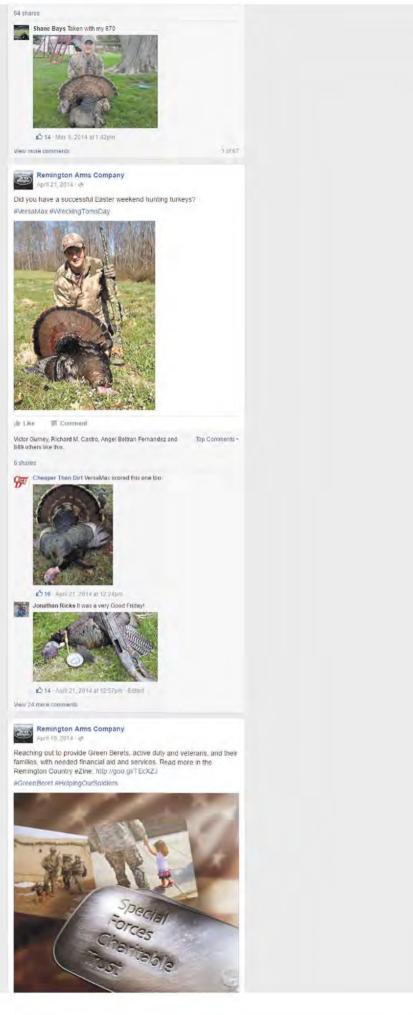
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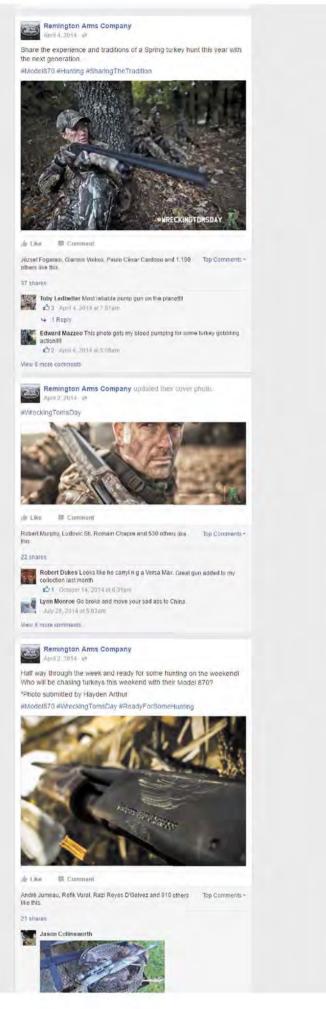


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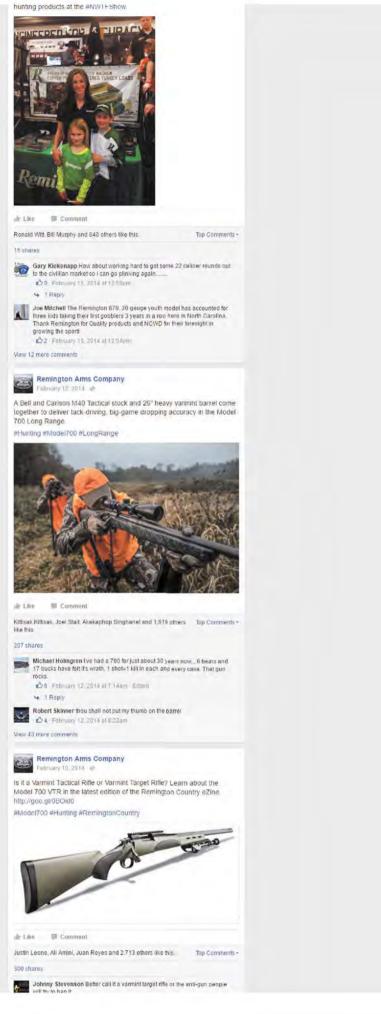


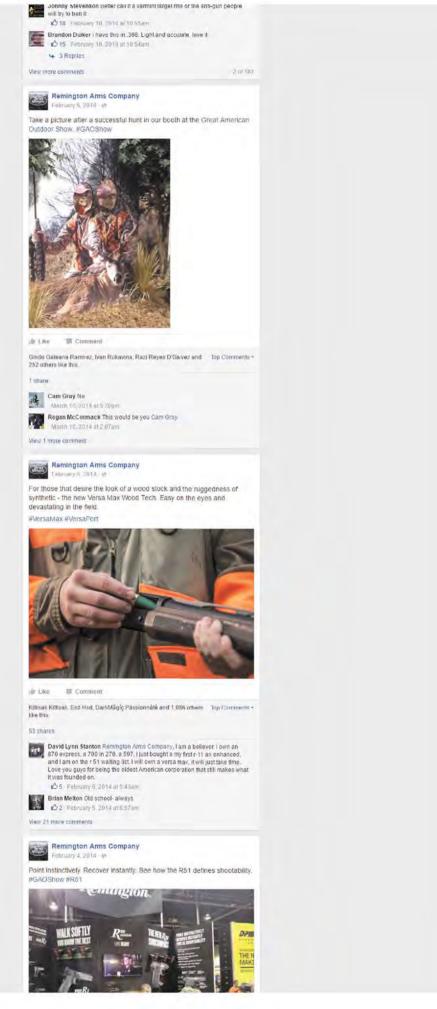


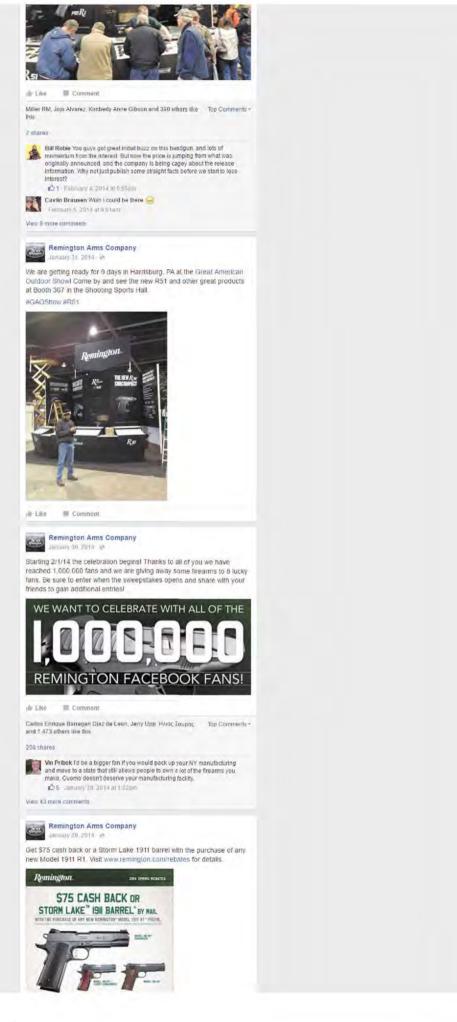












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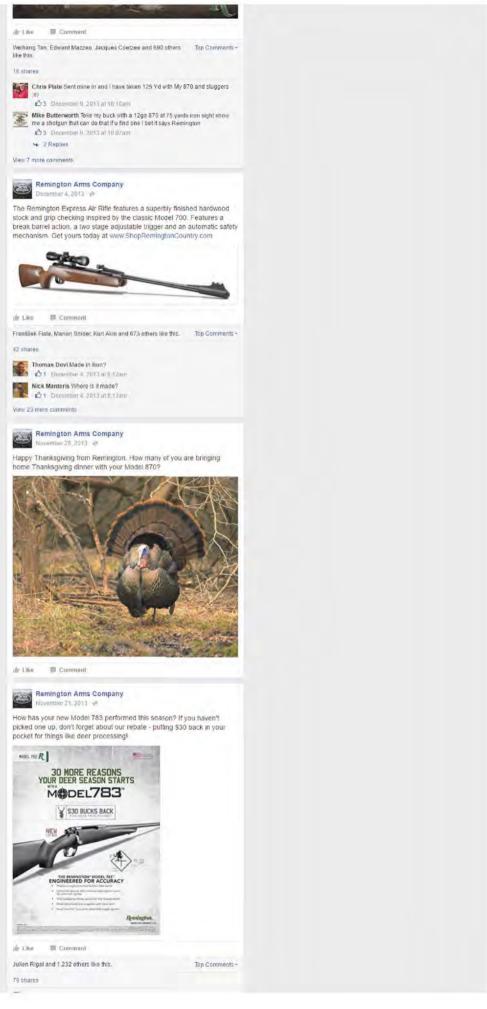






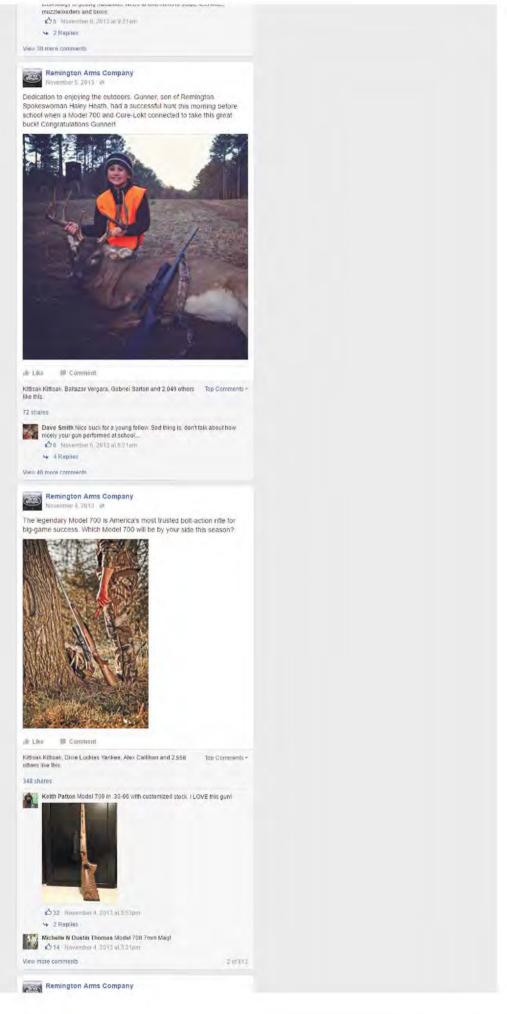










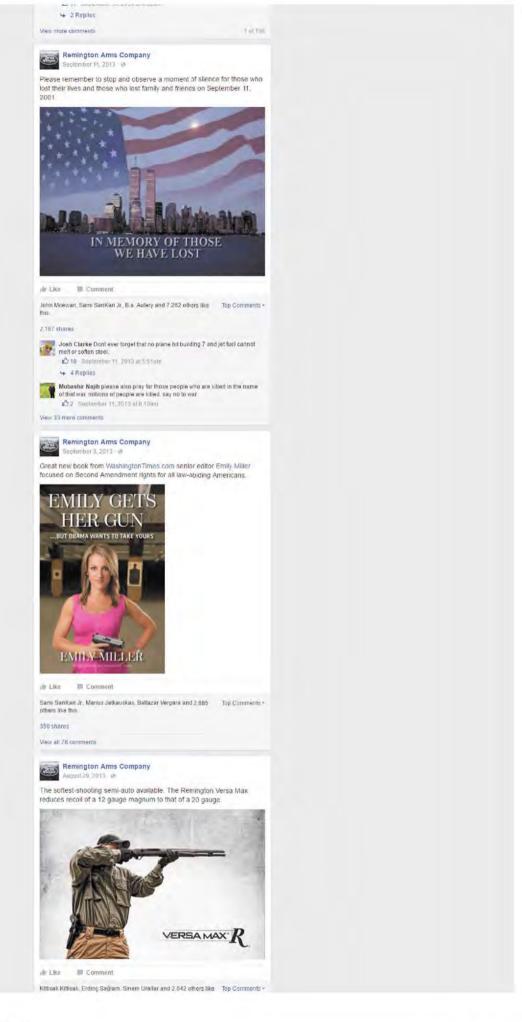






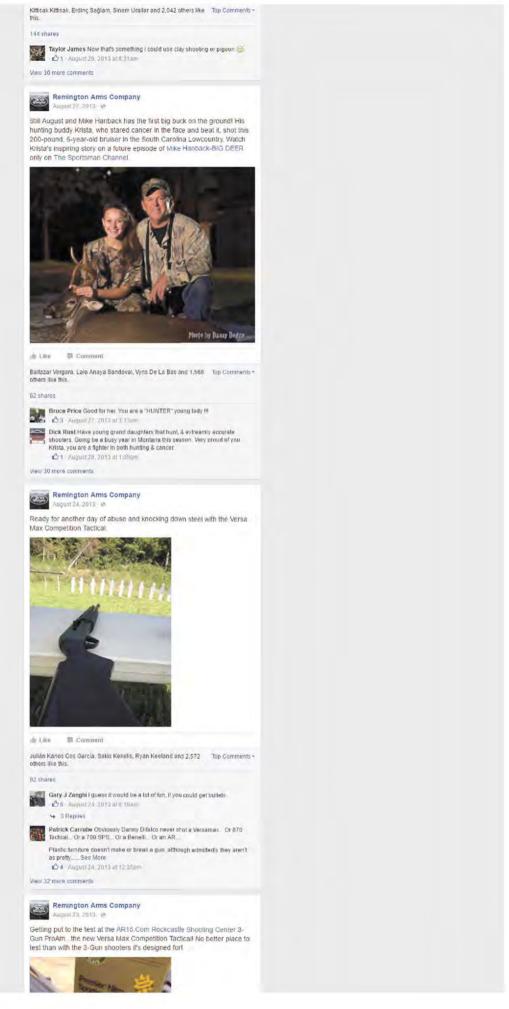






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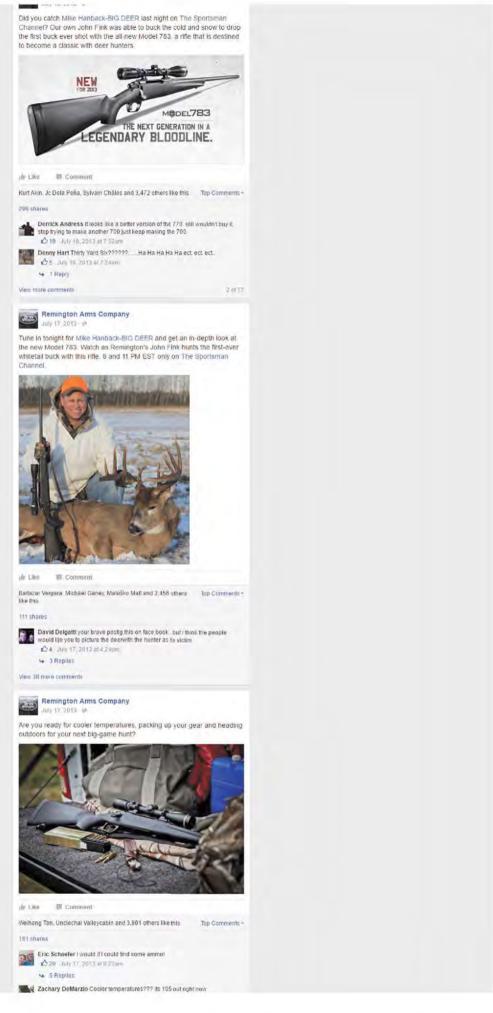
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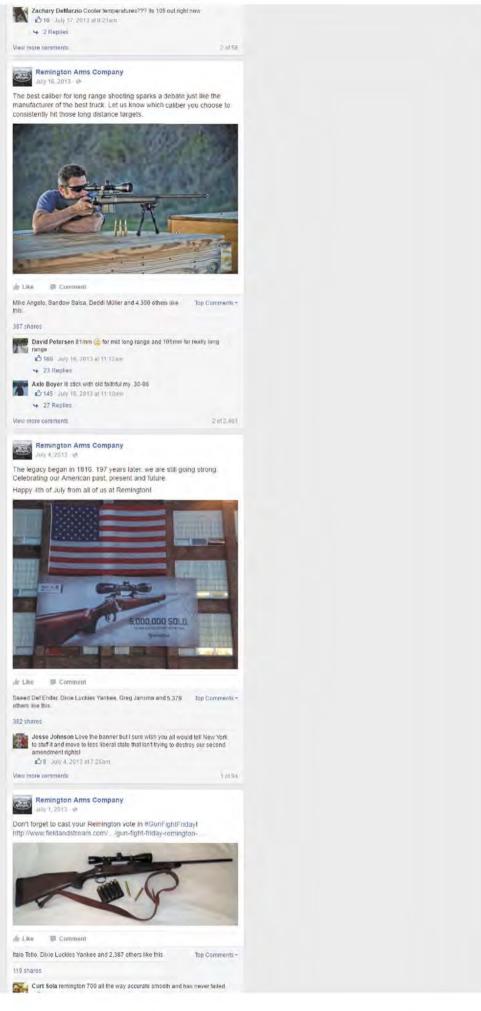




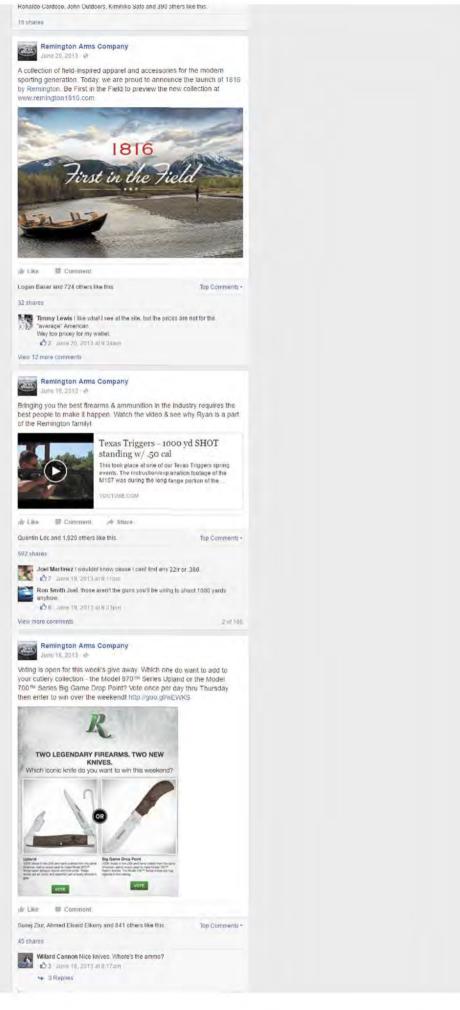


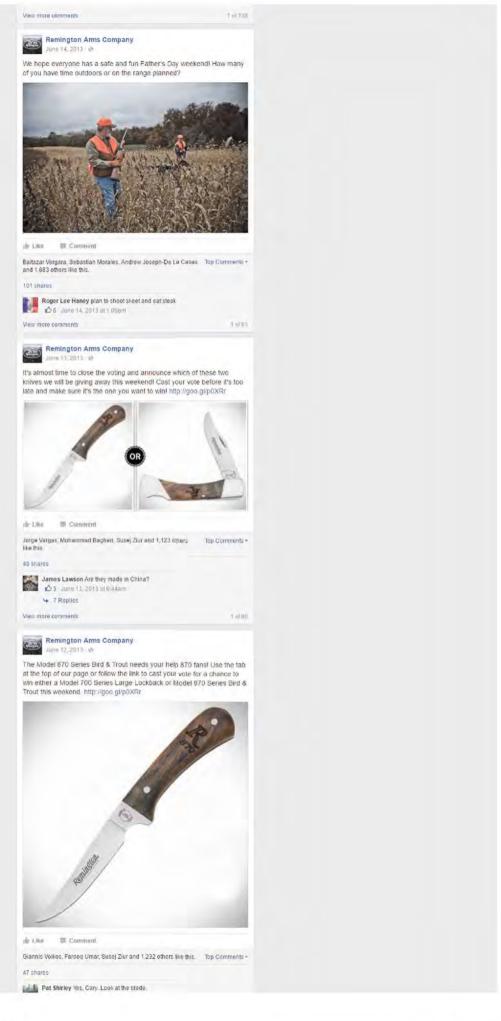


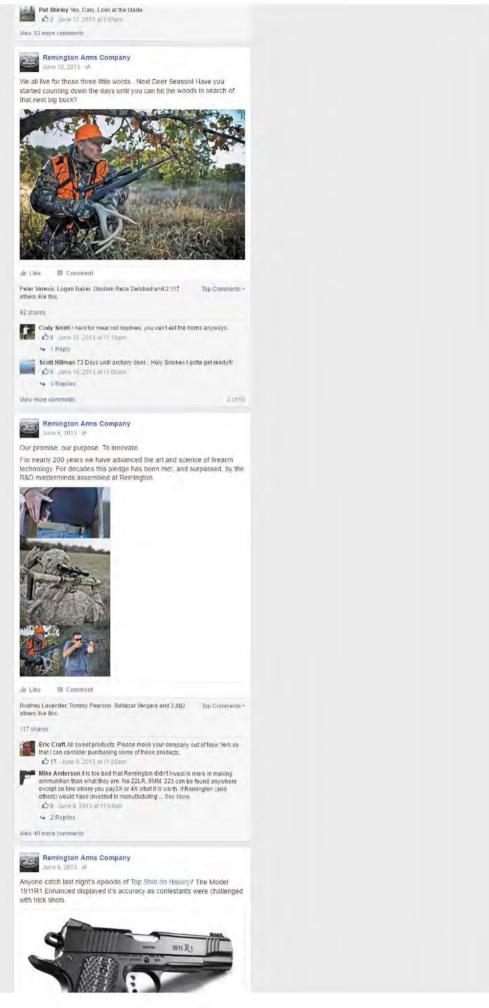






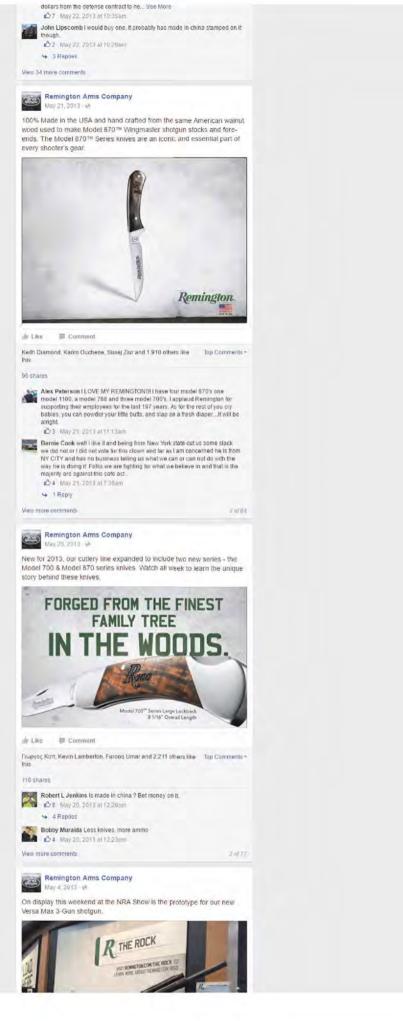








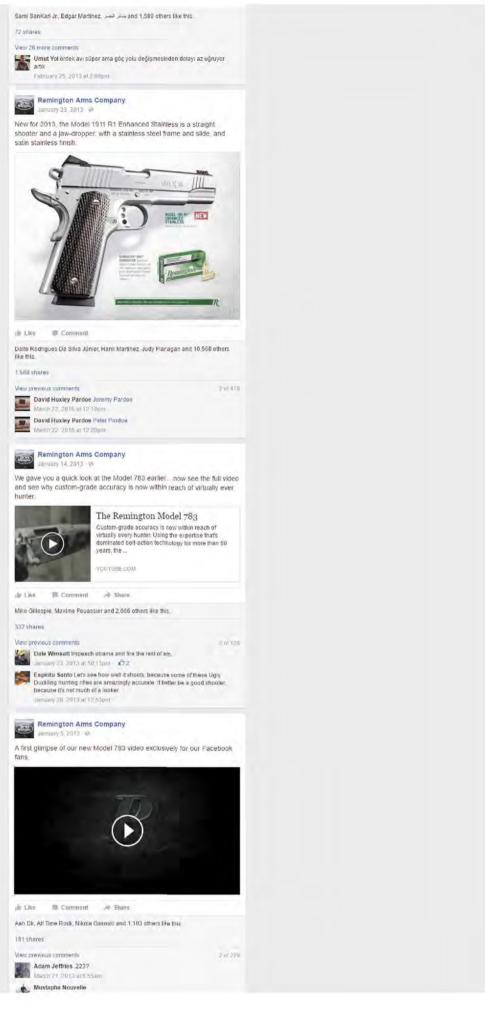




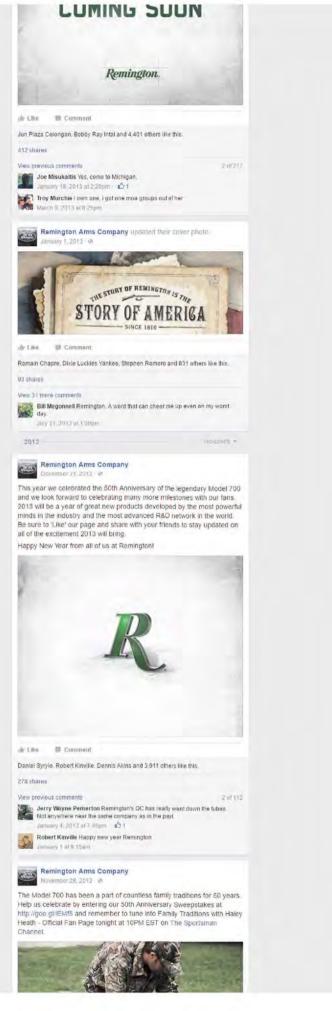










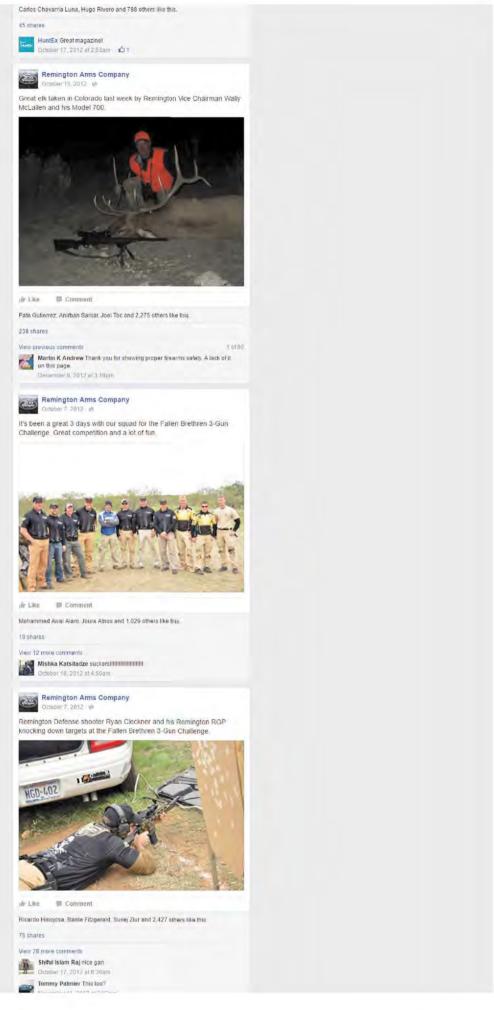


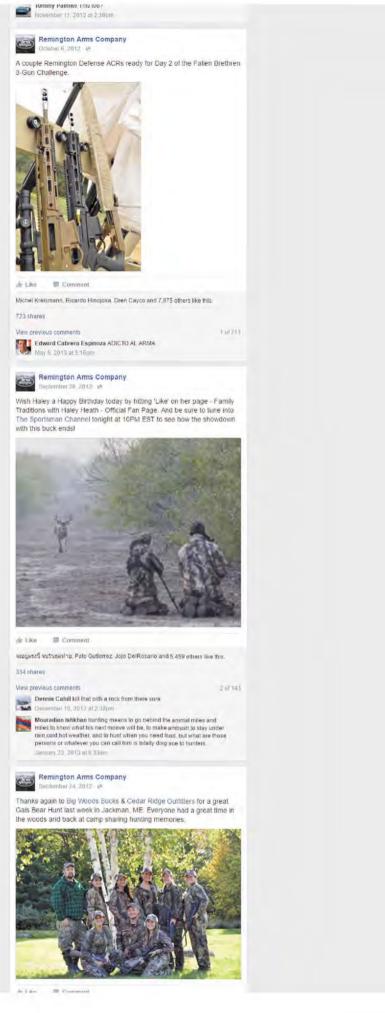




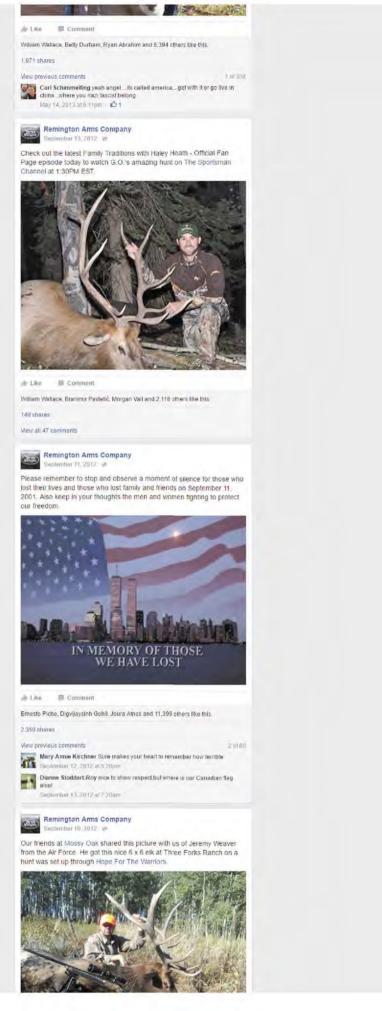






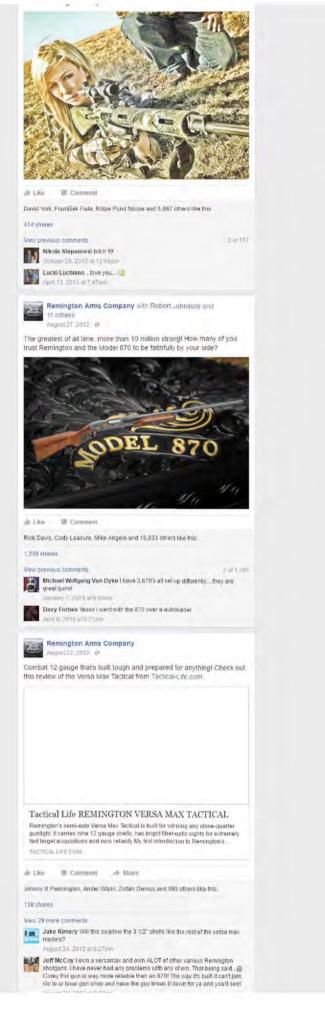


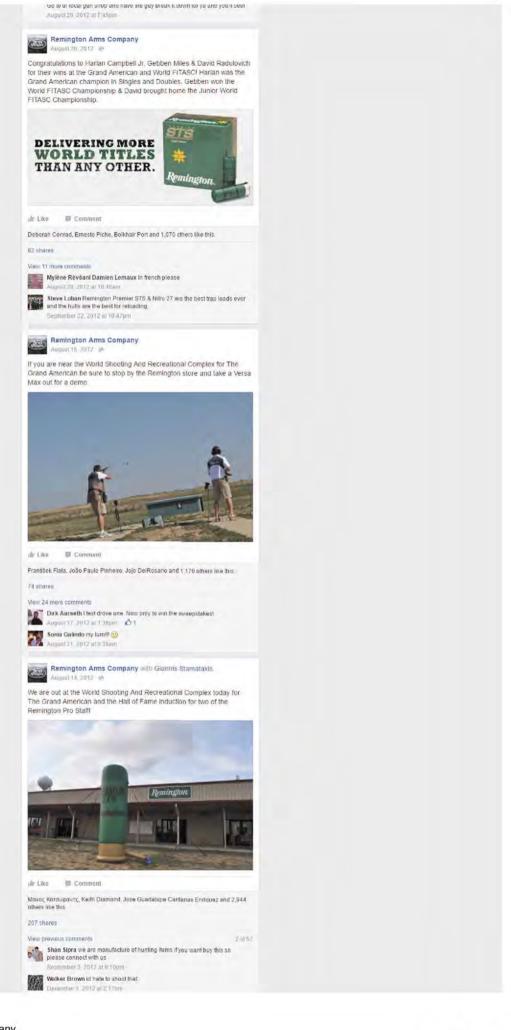




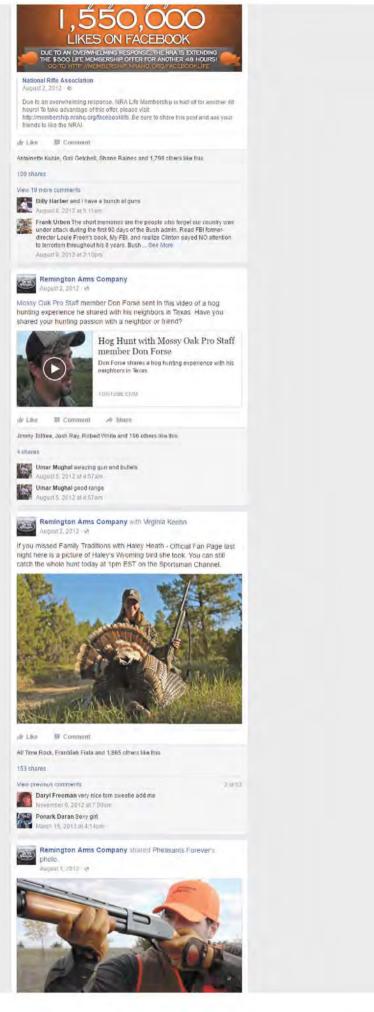




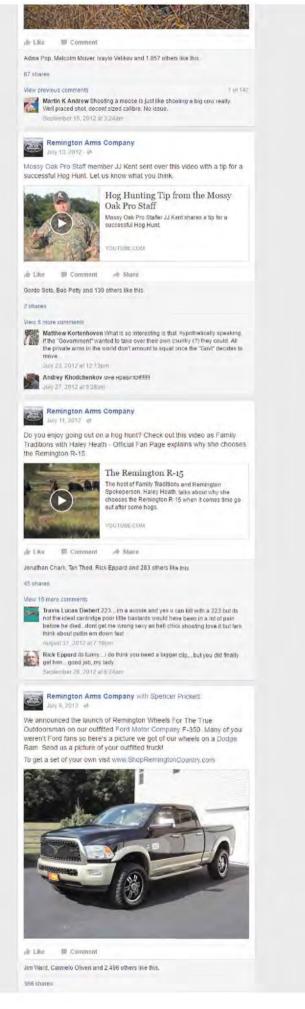






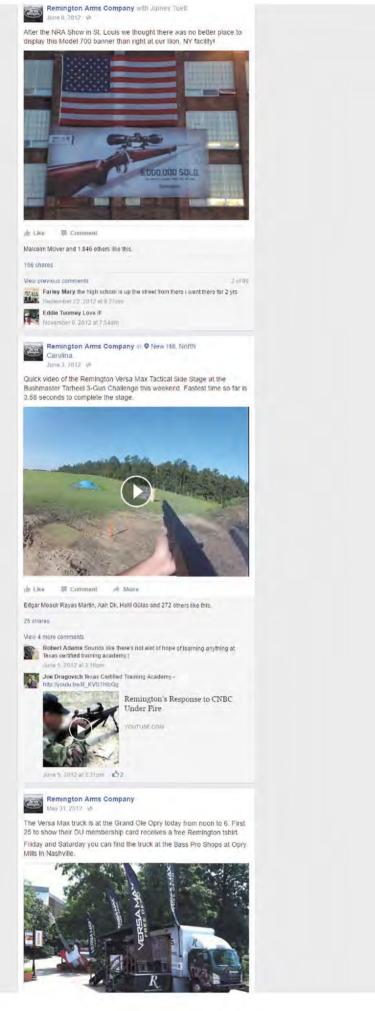


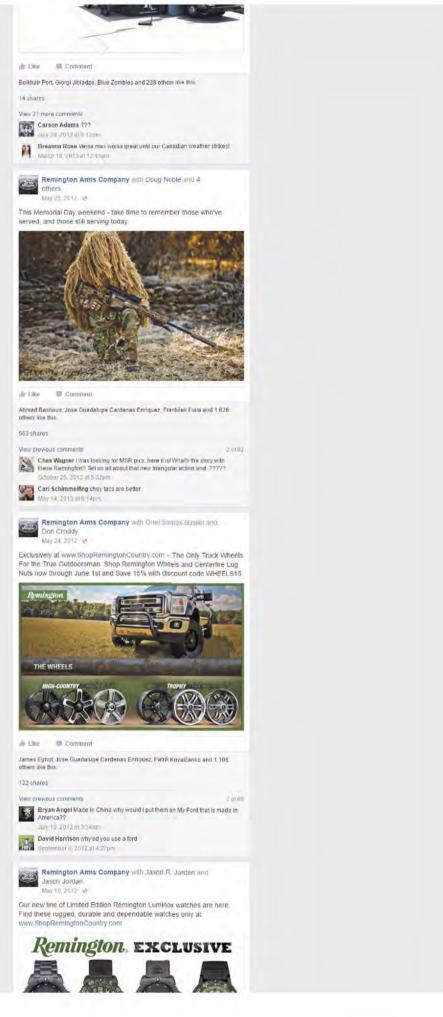


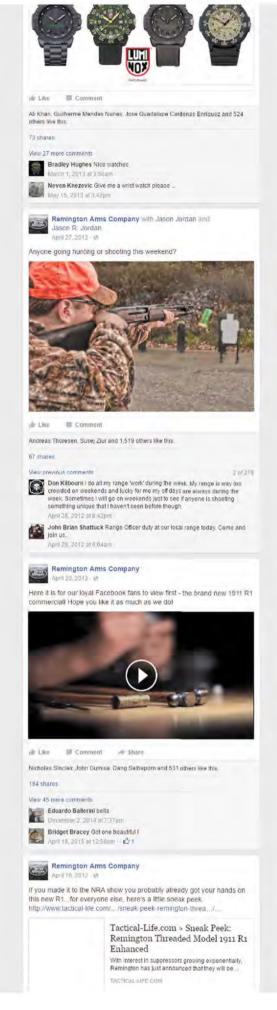


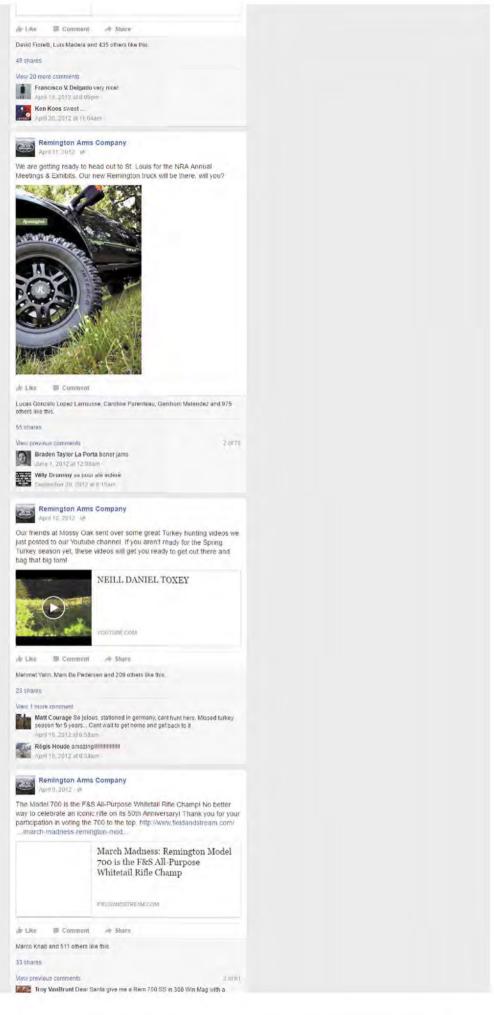












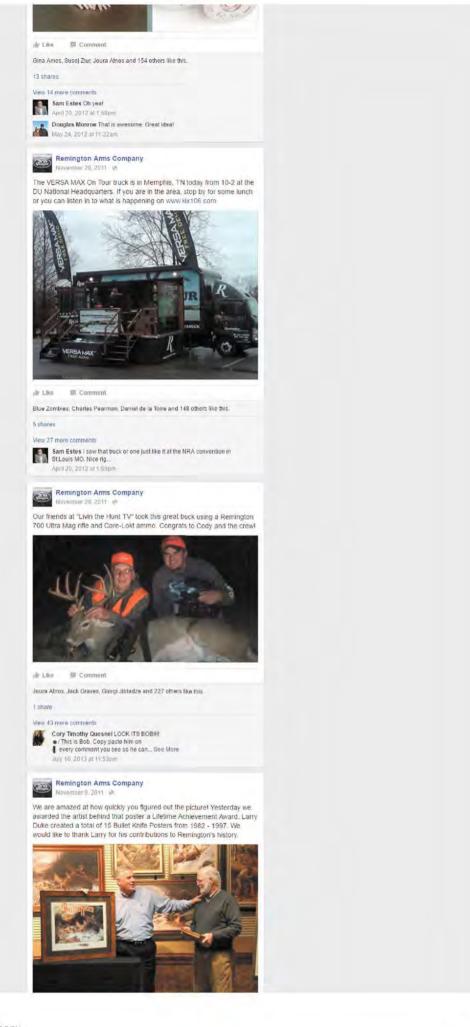












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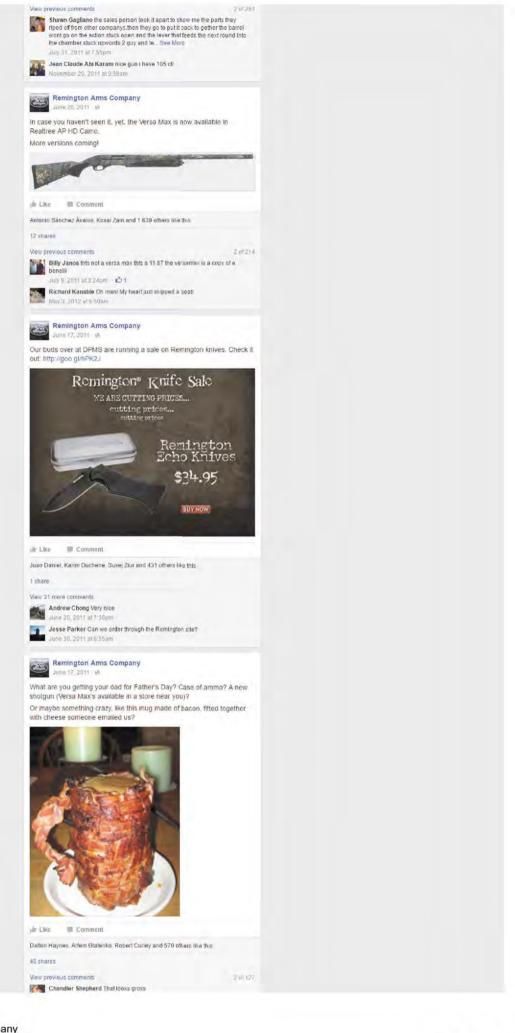








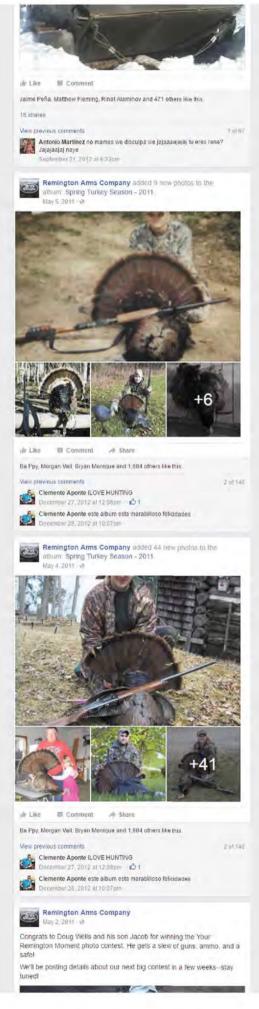


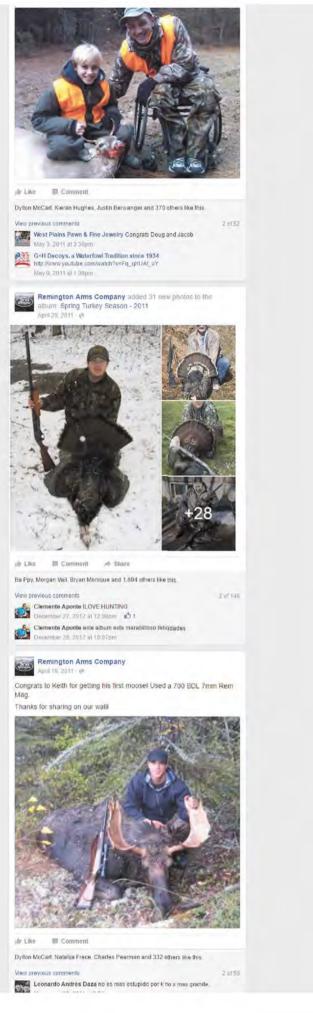


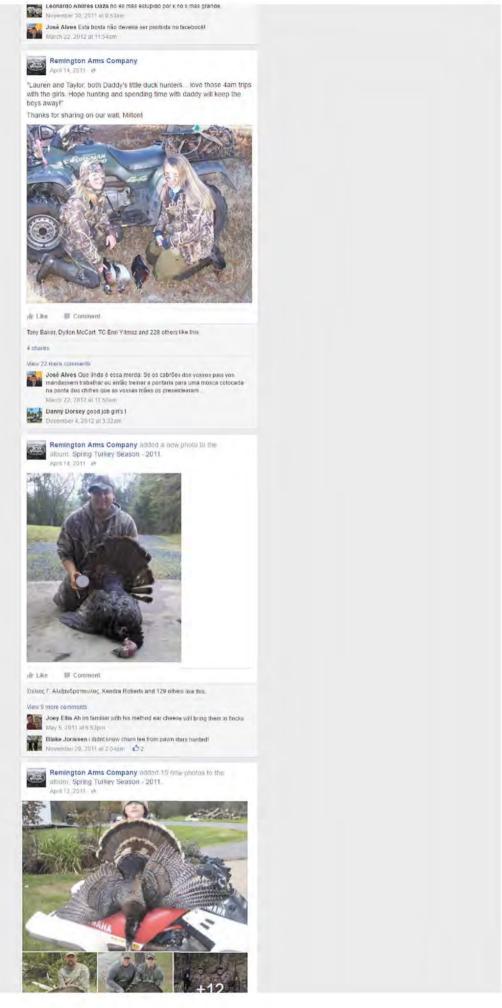


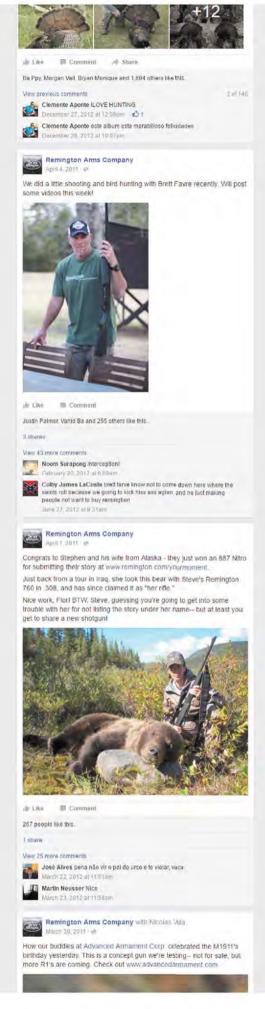
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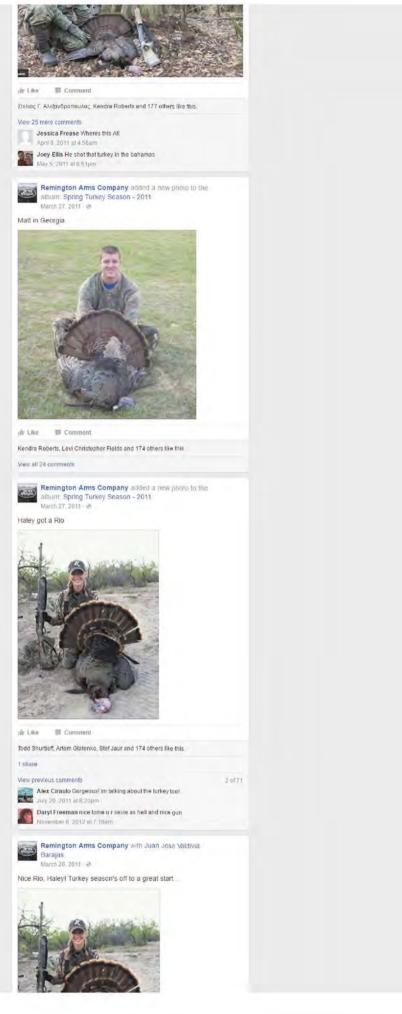


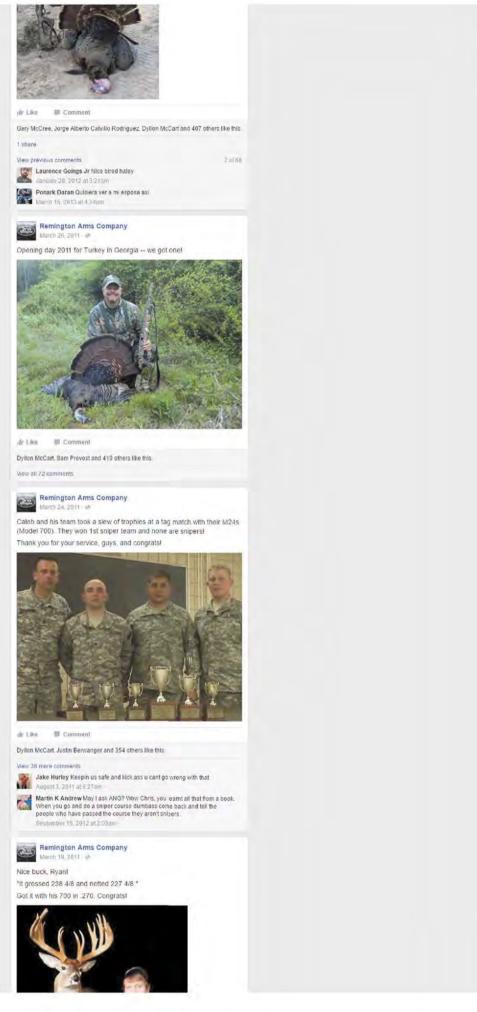








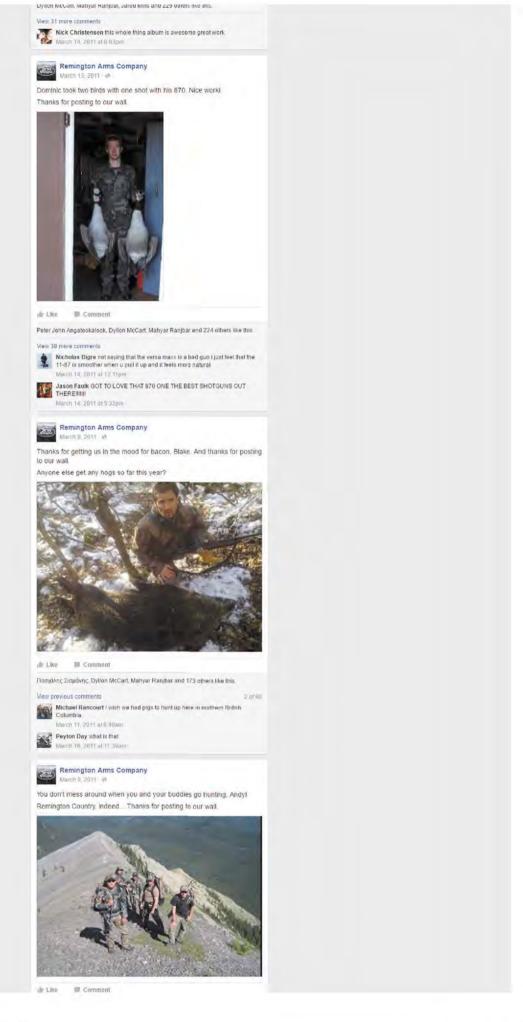






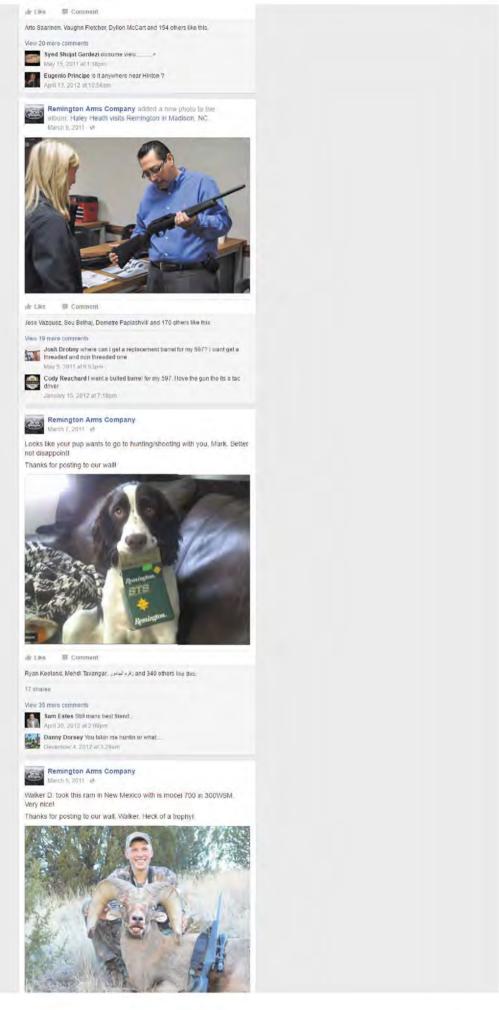


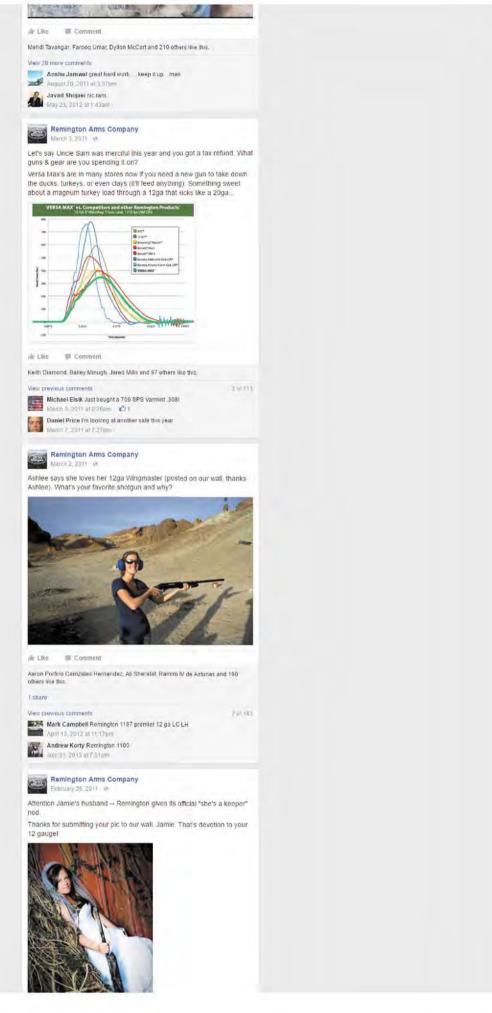


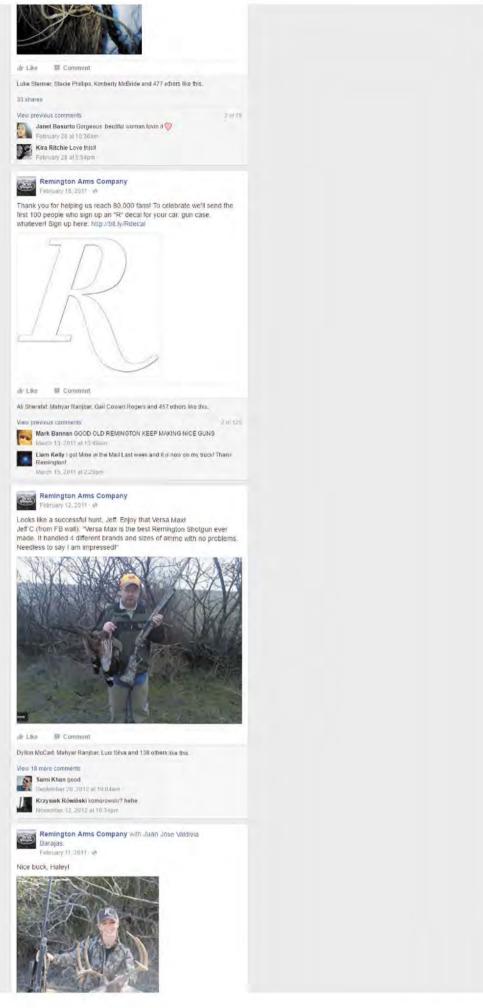


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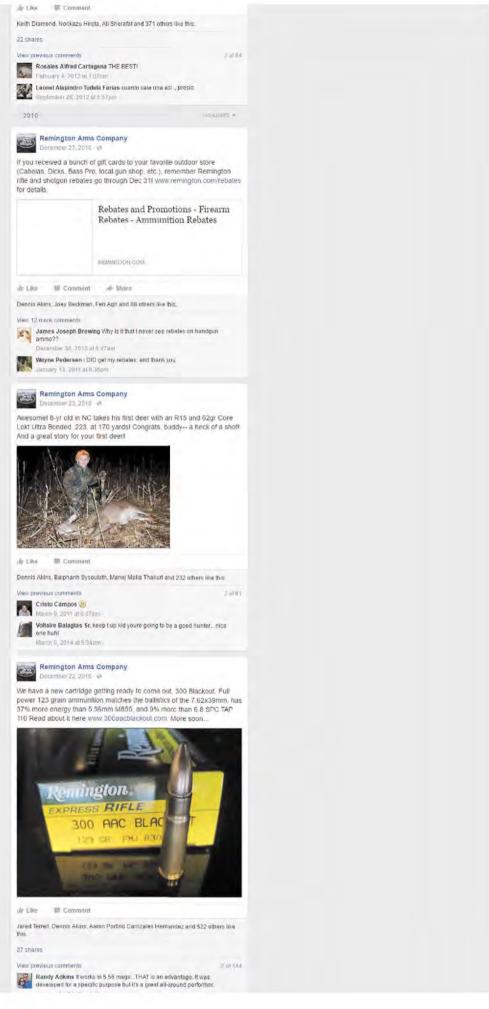




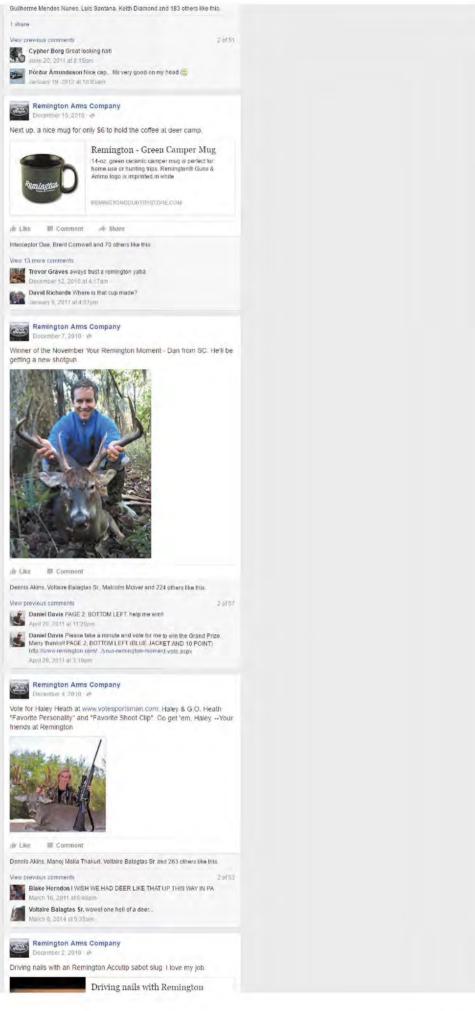








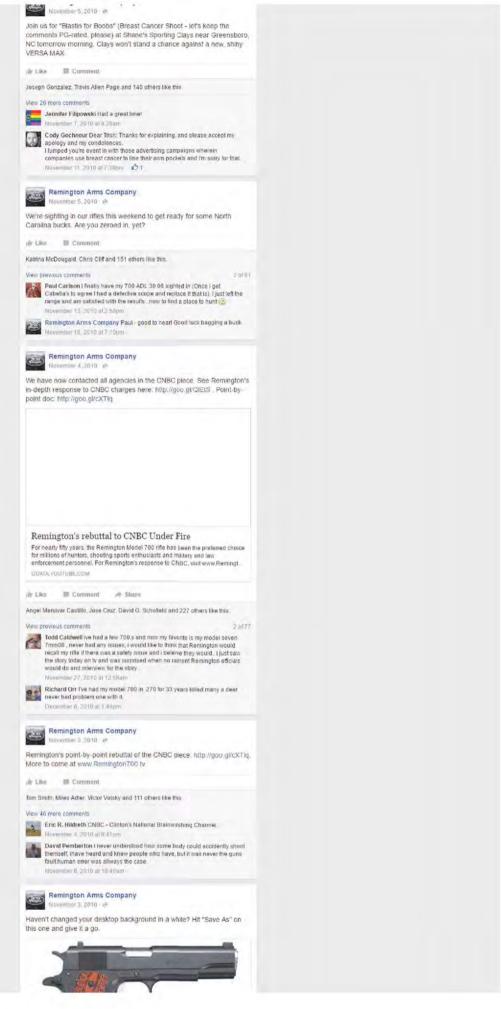




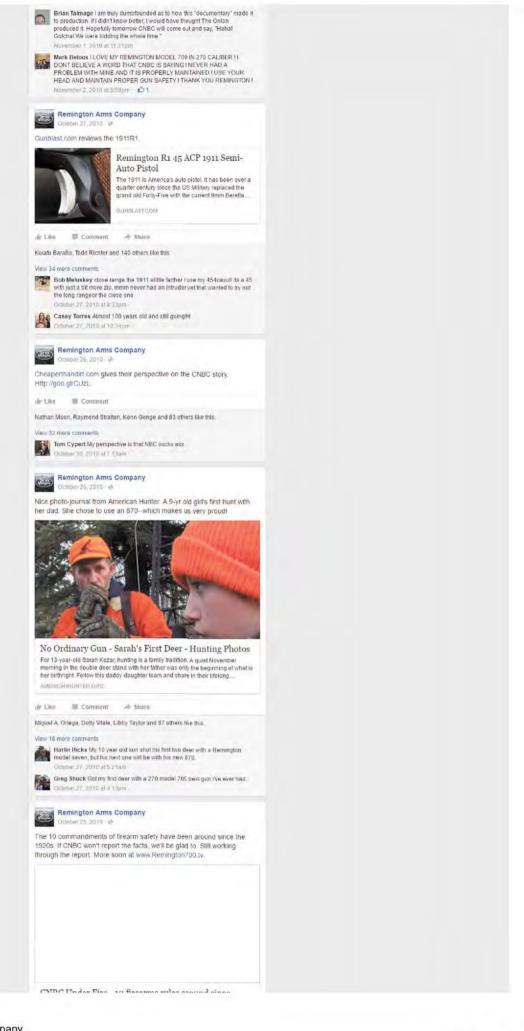












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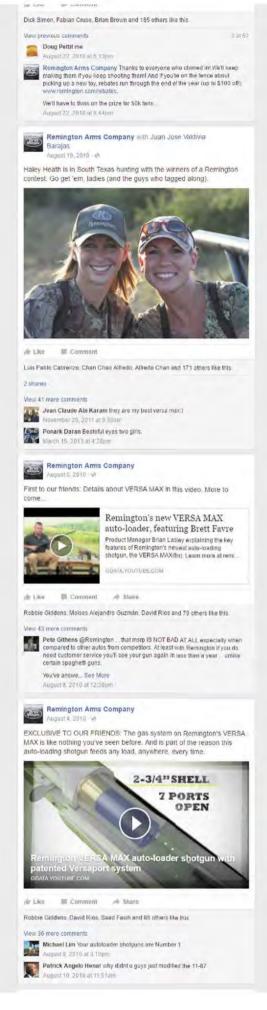
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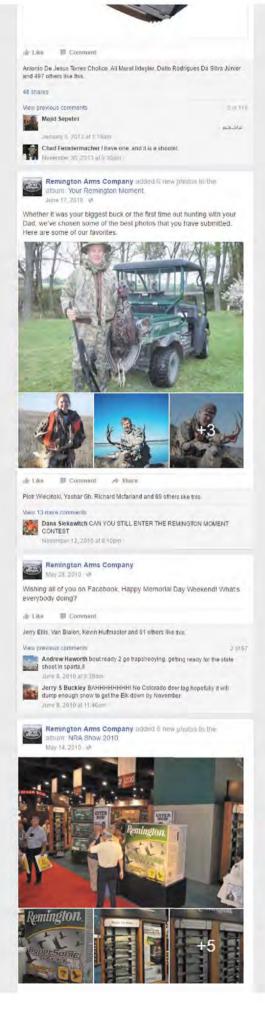






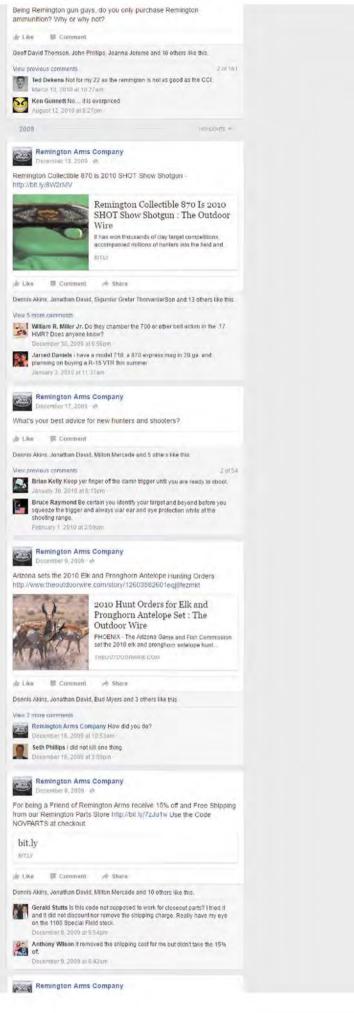


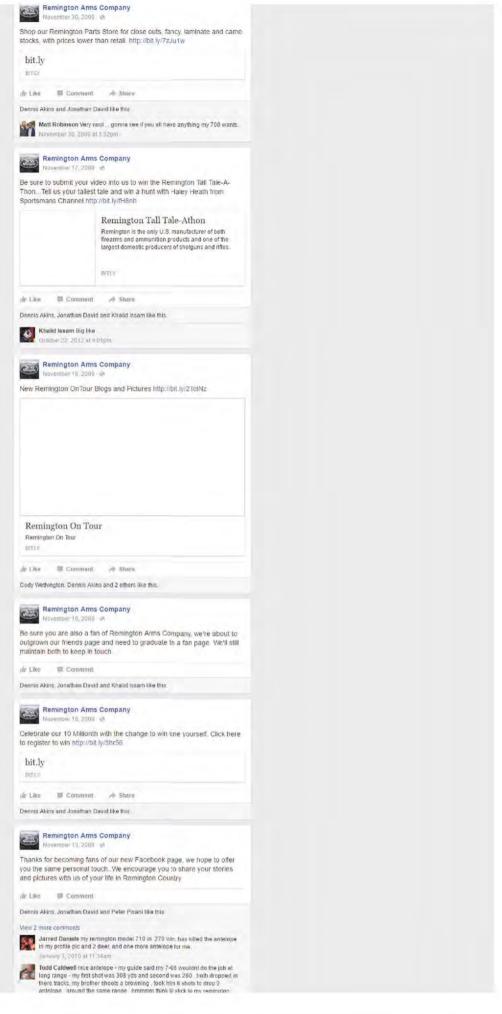












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anough 3, 2010 at 8 do stems

Reminigation Arms Company
agent 20, 2009 - © - ®

When was this founded?

In law, New York,

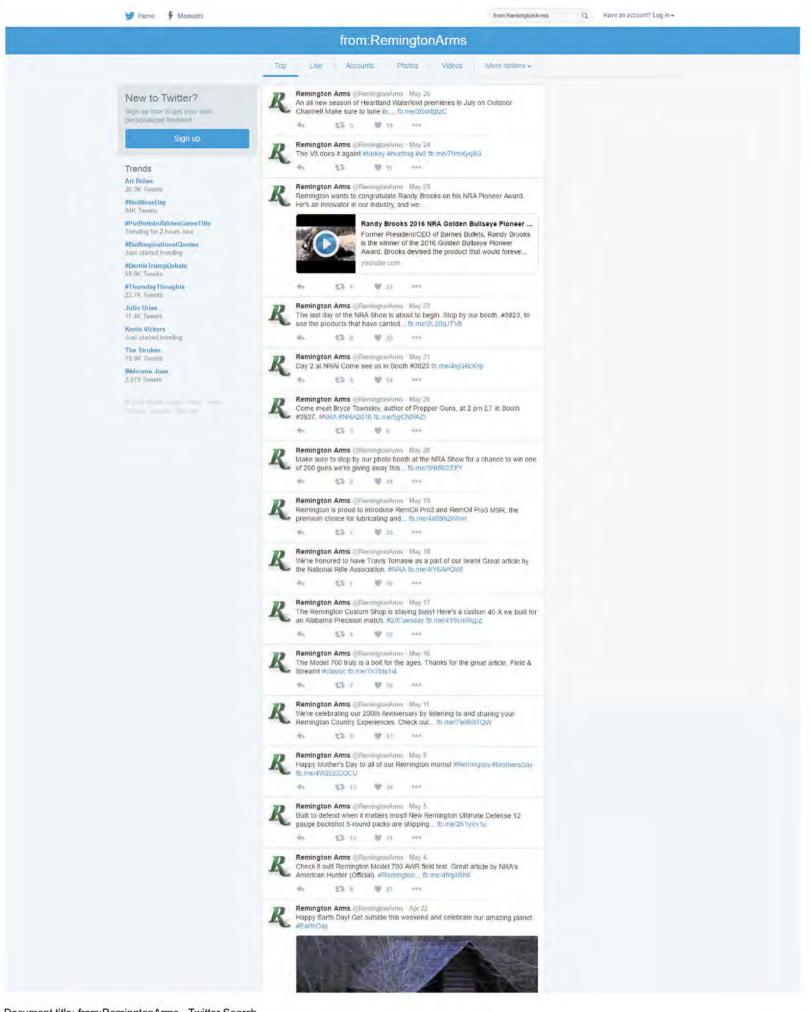
Legend has it that a young Eliphales Reminigan II believed ne could build a before guin than he could buy, and he send to craft such a guin on his father's torge located at linion Guicin. New York is in the authorn of 1816.

Eliphale entered a shorting muthin new firmface of the and when he could not an entered from the contract of the contract

Document title: Remington Arms Company

Capture URL: https://www.facebook.com/remingtonarmscompany Capture timestamp (UTC): Thu, 26 May 2016 16:23:00 GMT















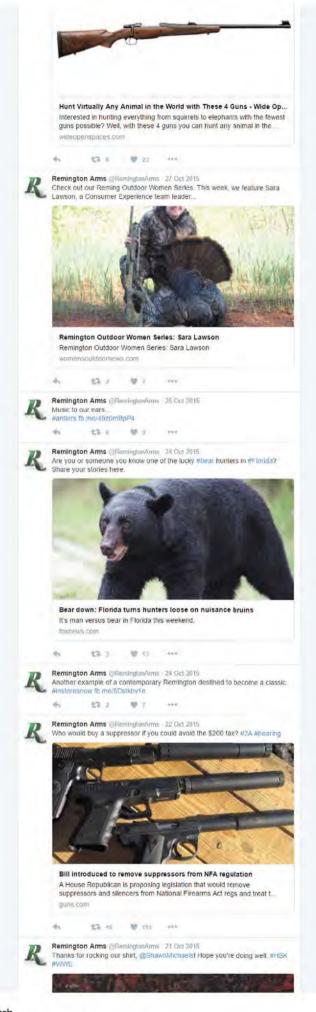








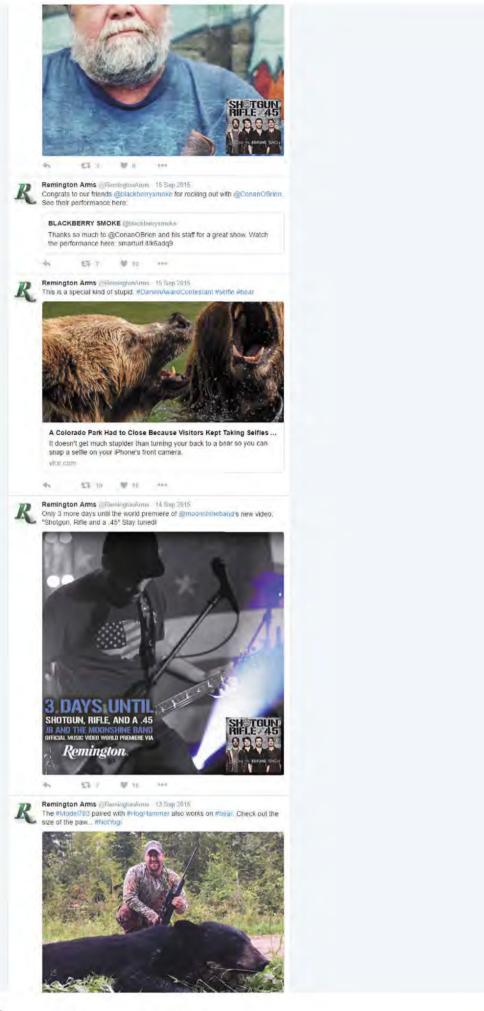






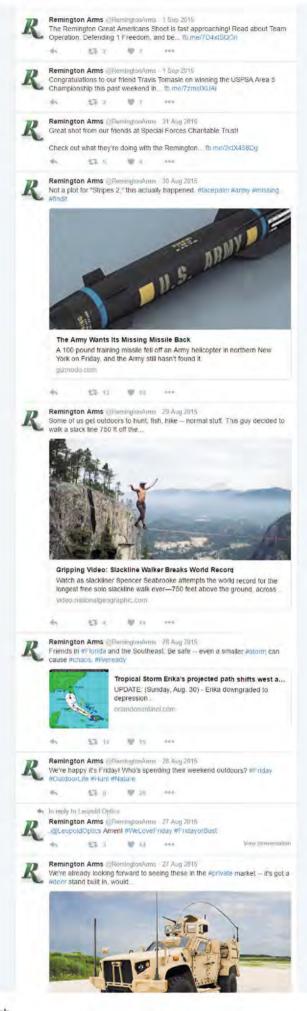












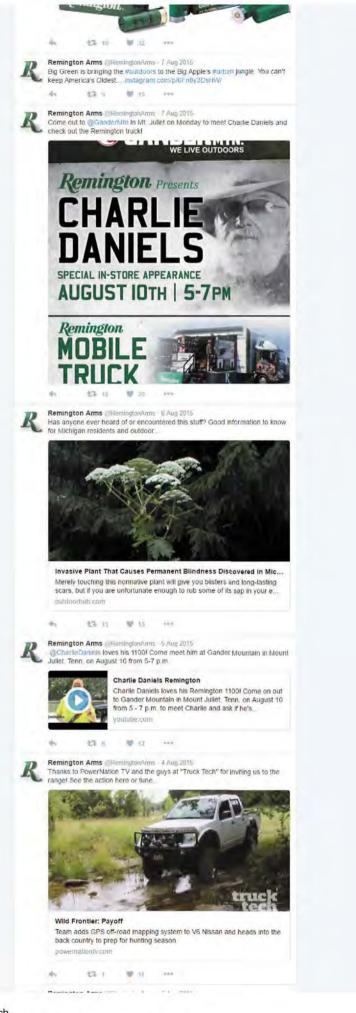


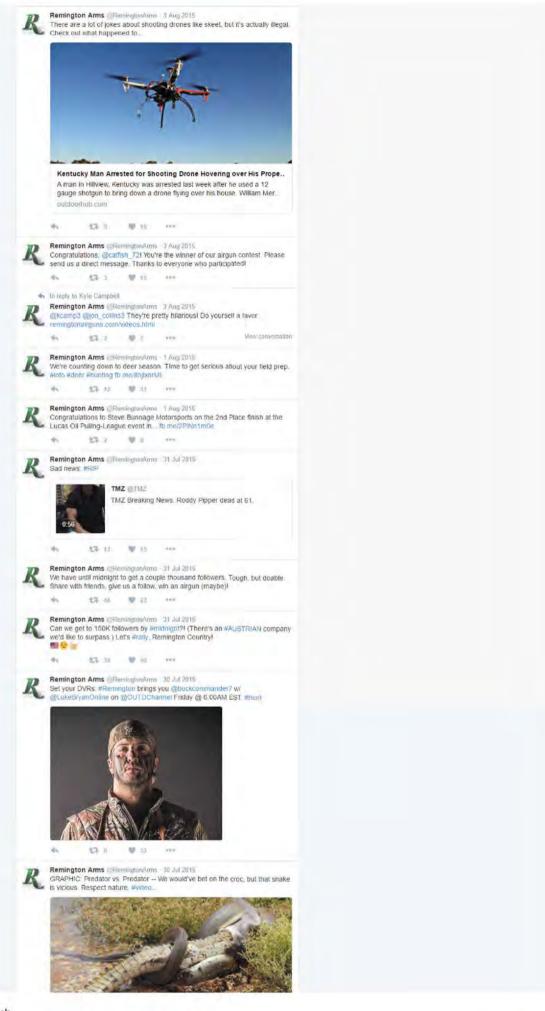








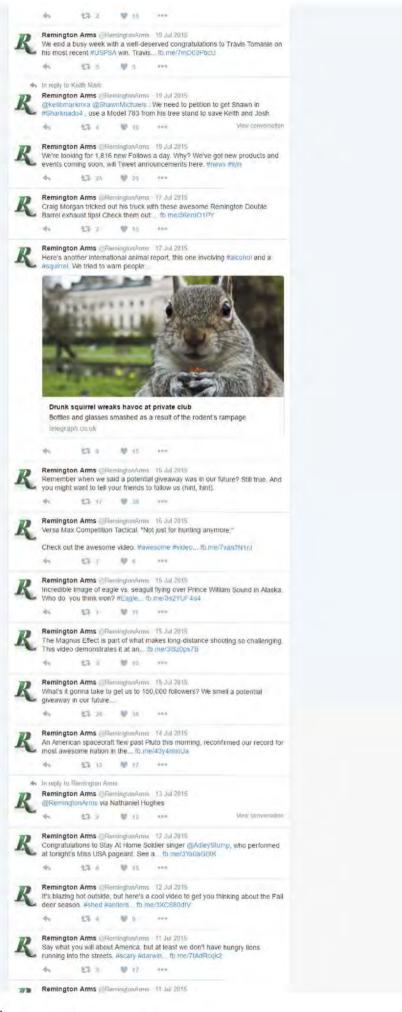






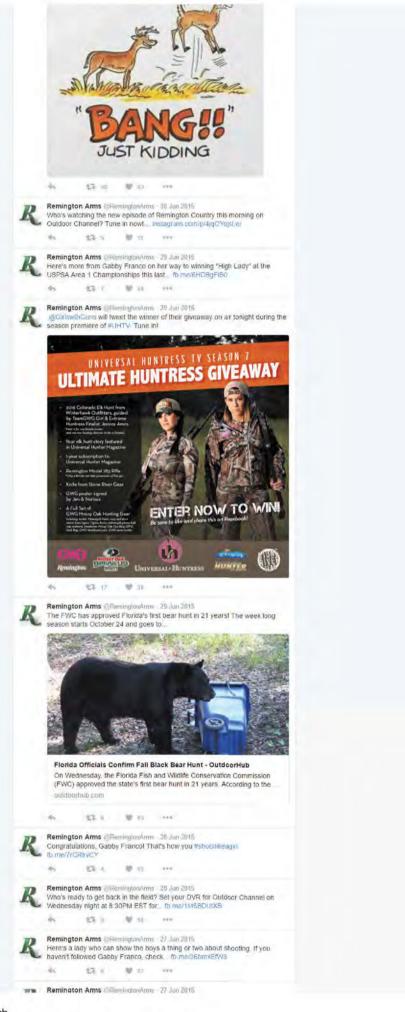






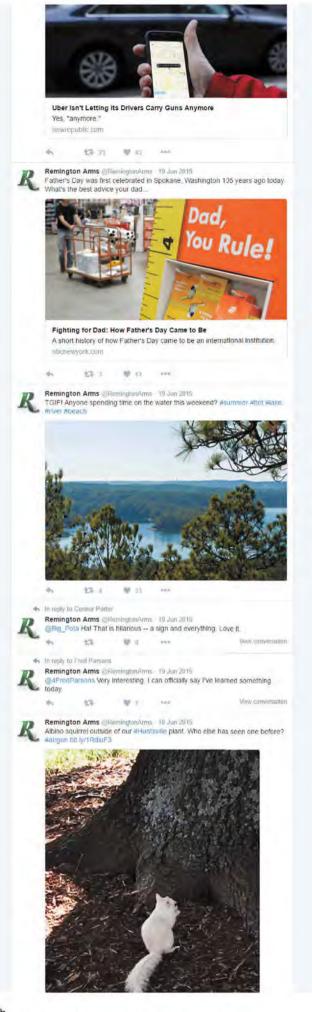














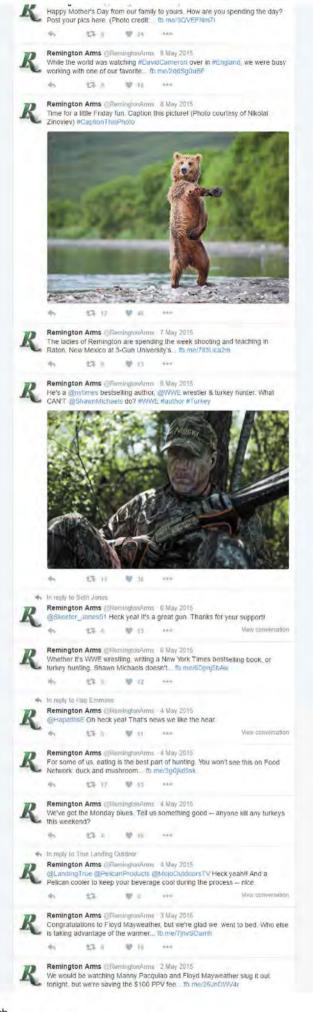


















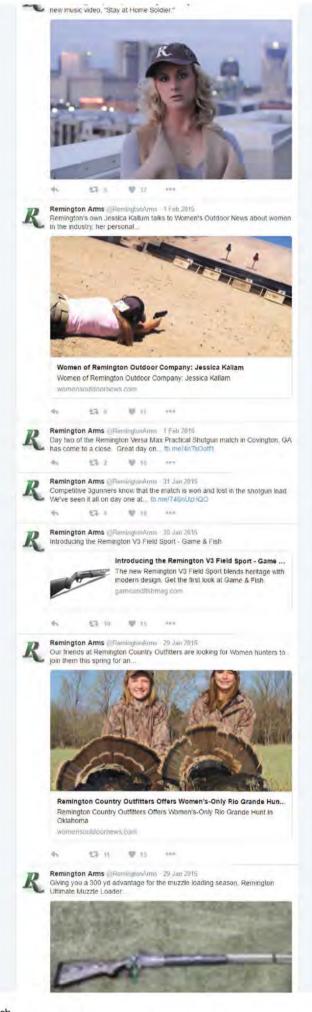




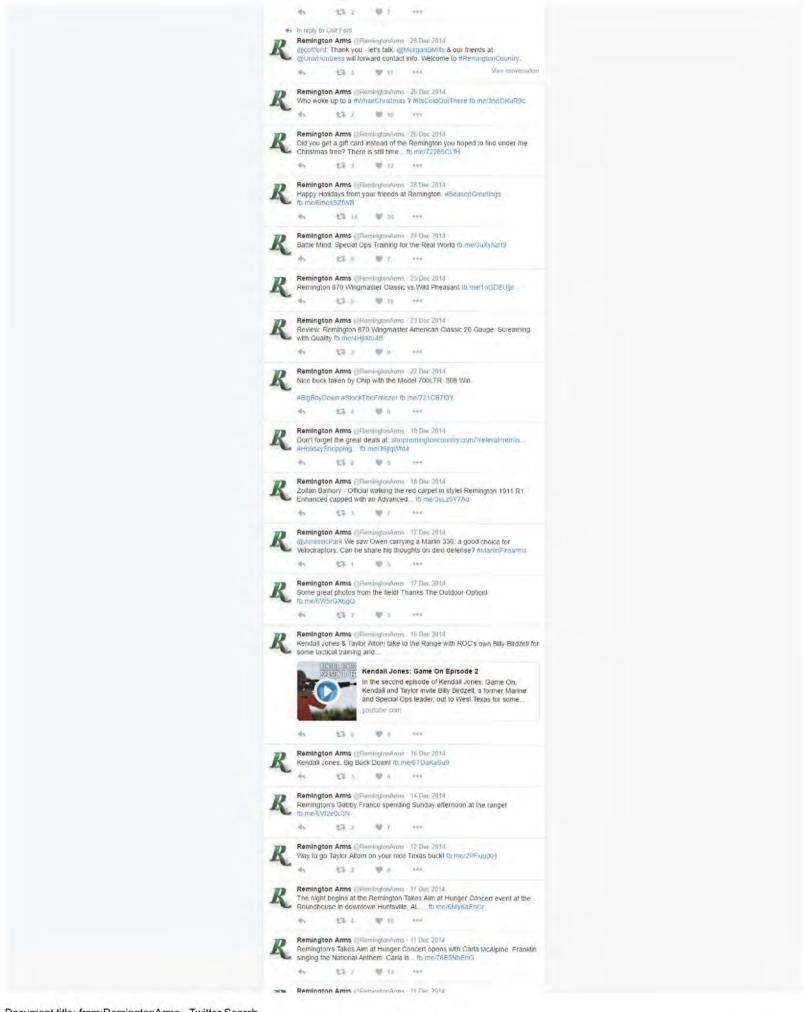


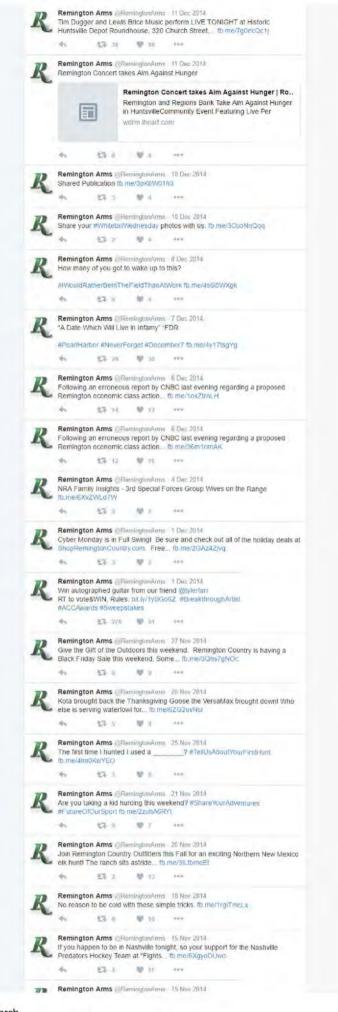


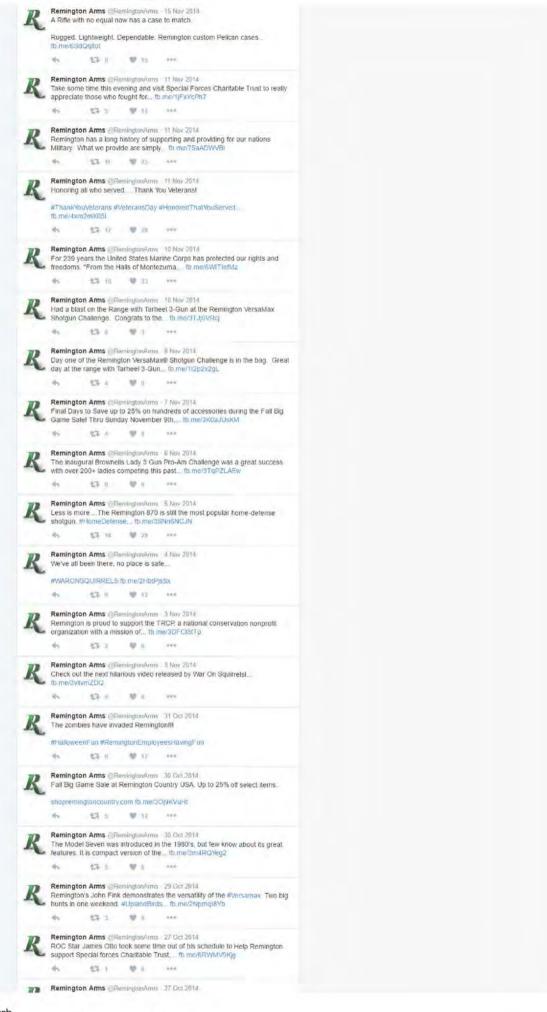






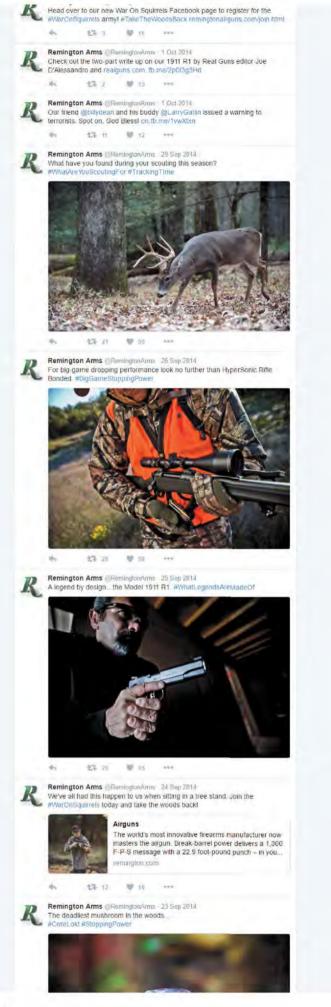


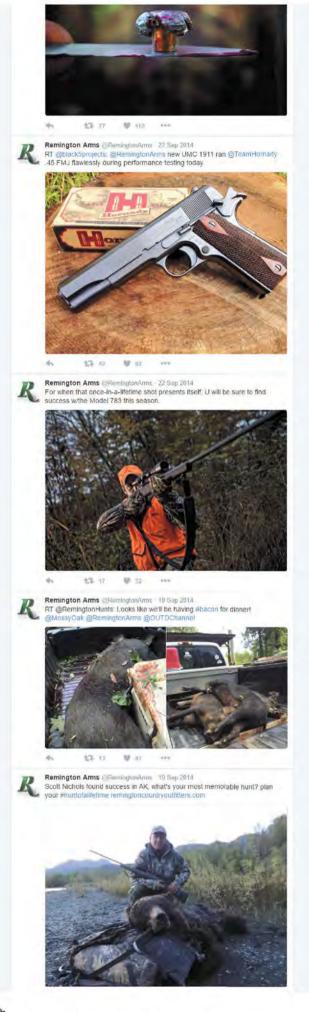


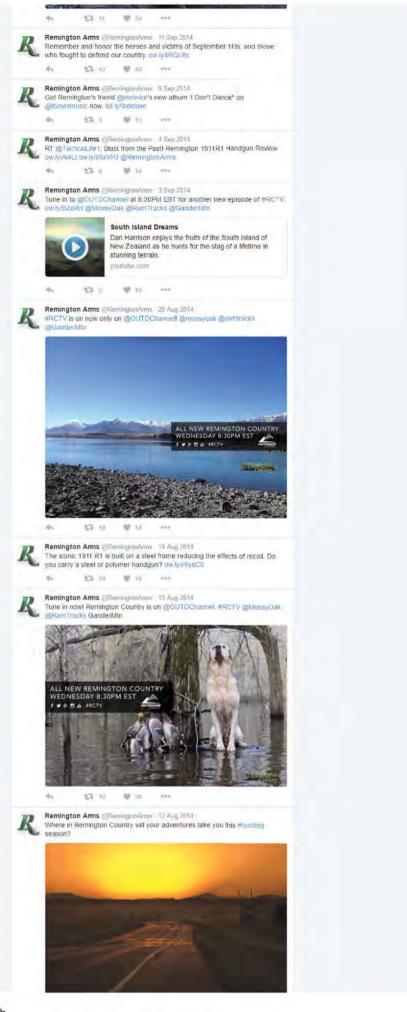






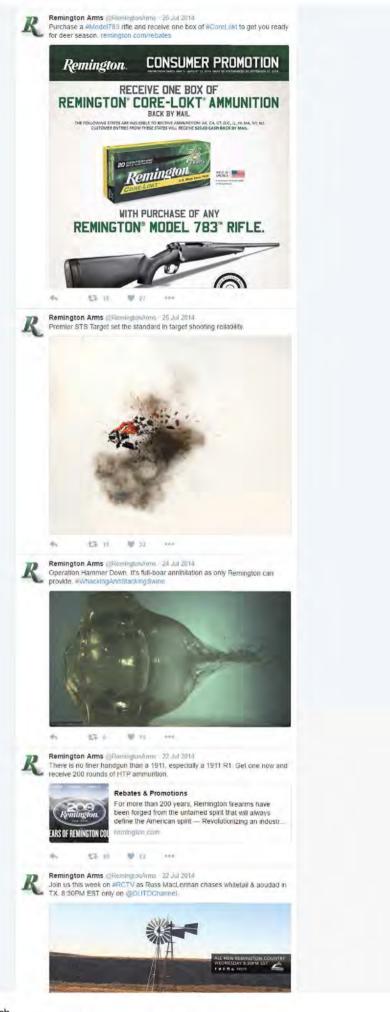




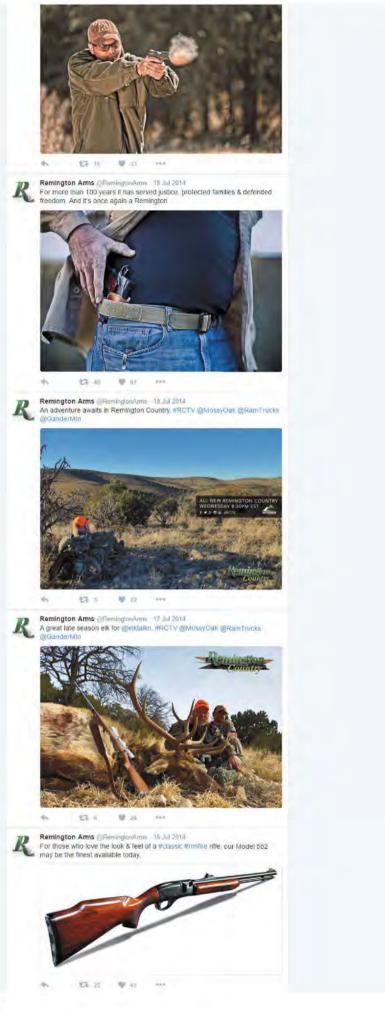


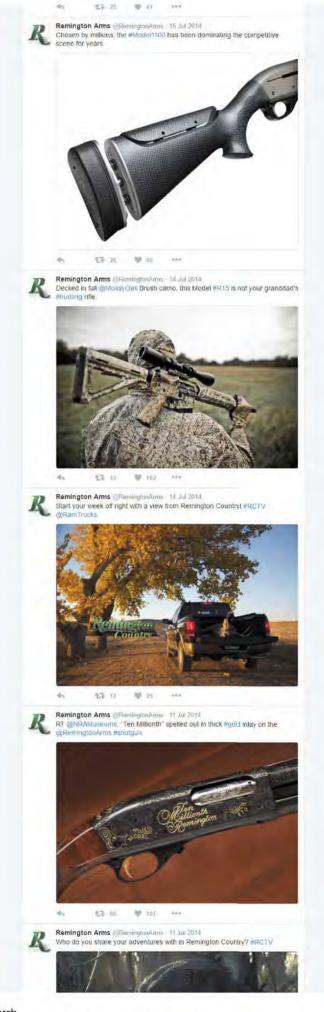






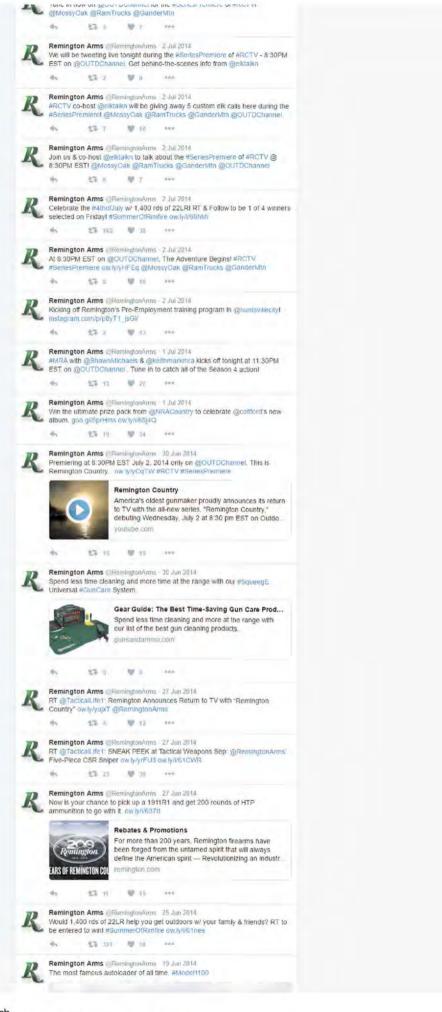
















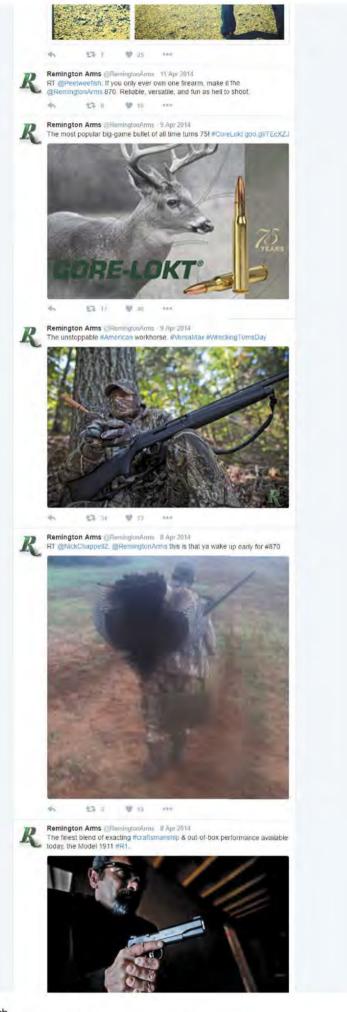










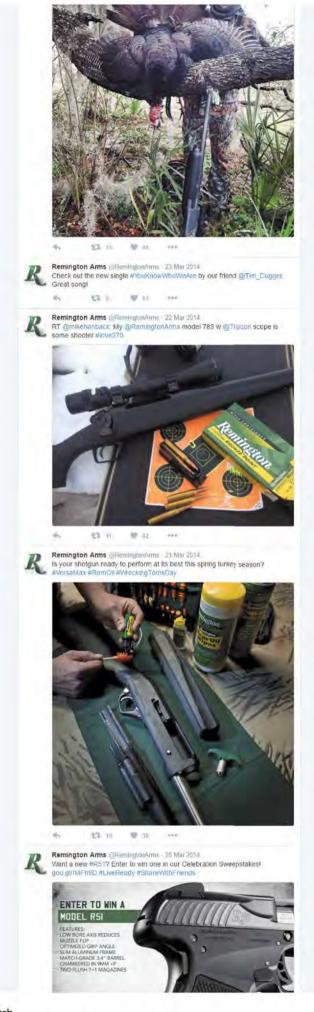


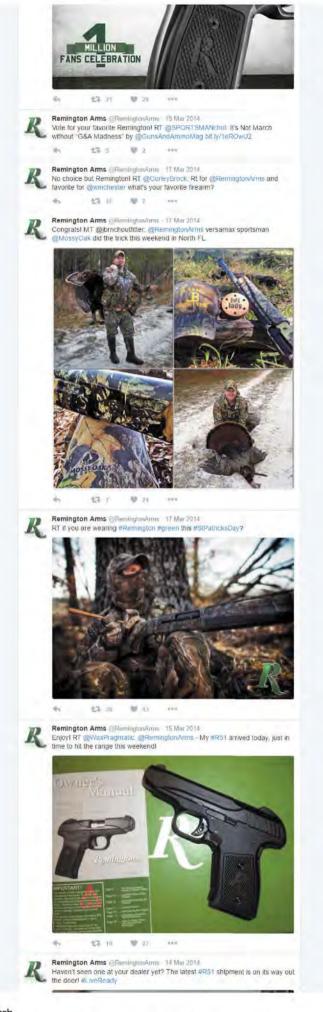








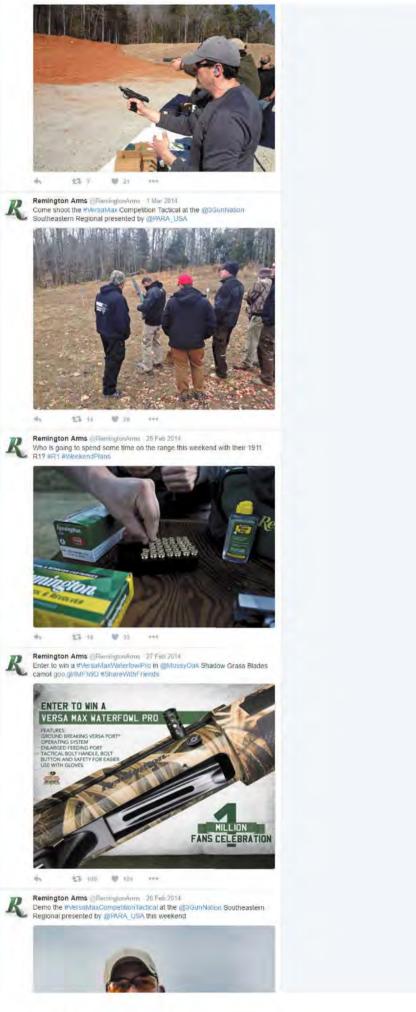












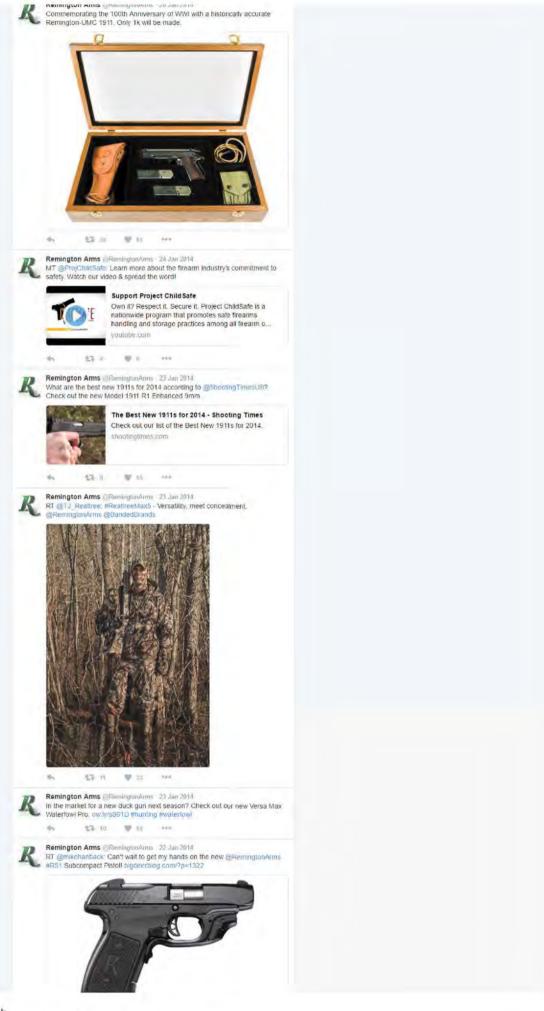




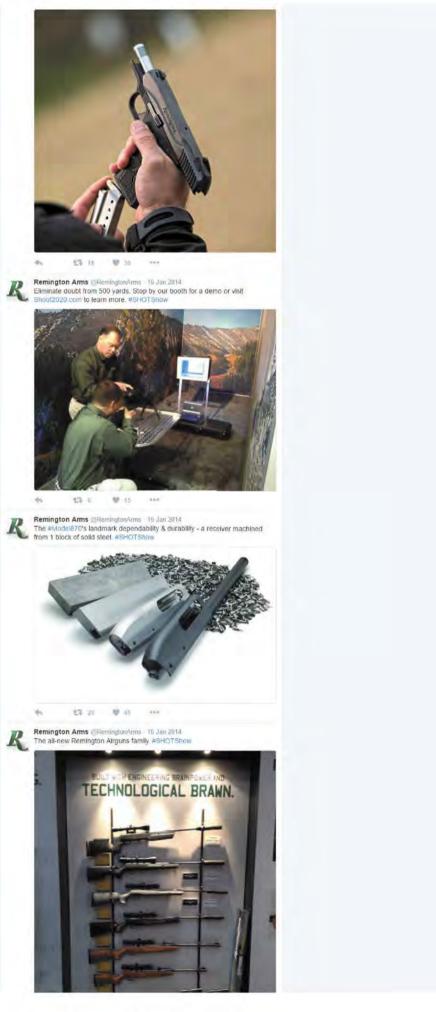




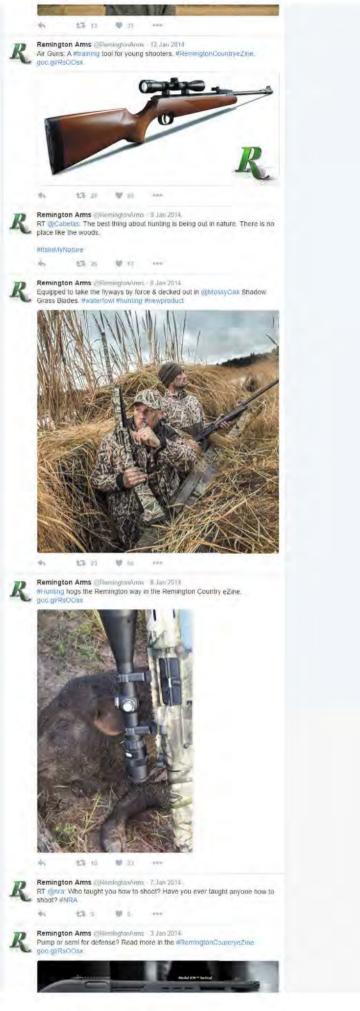


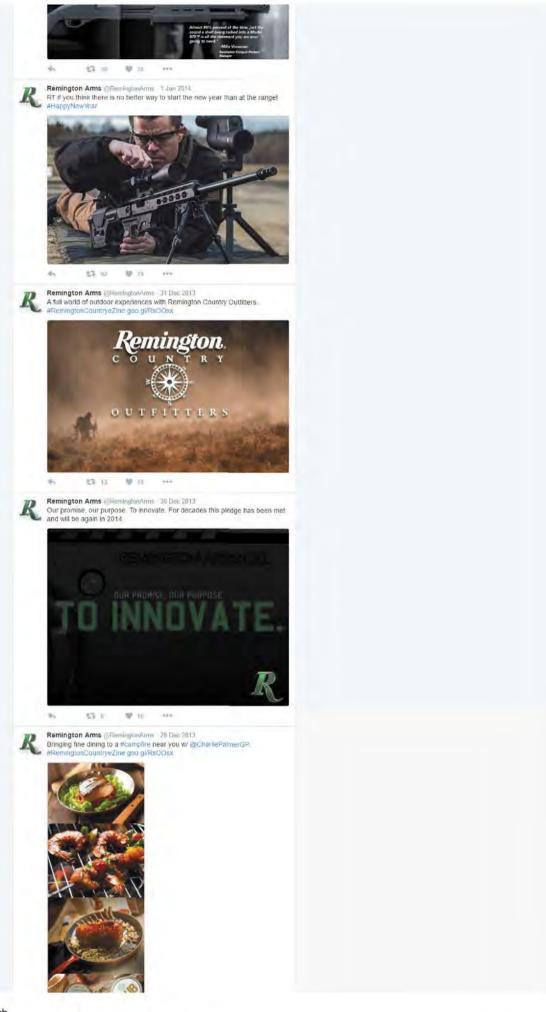














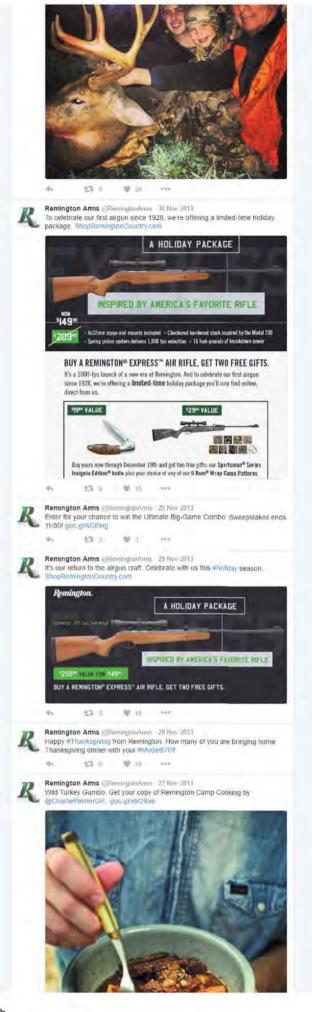


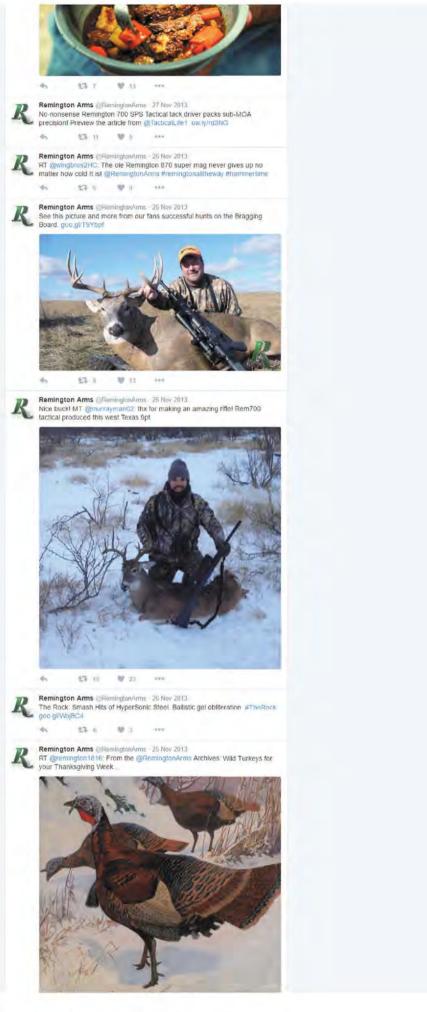




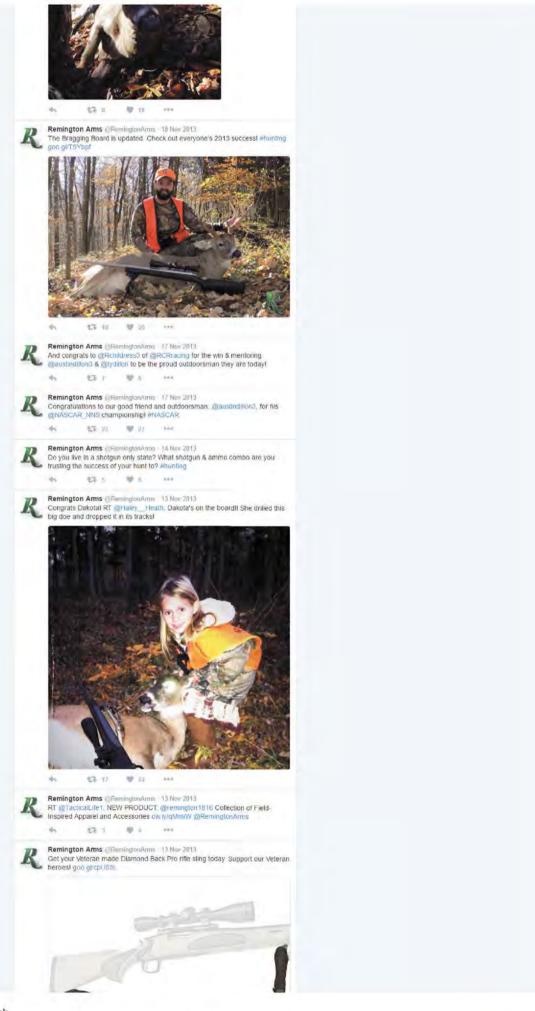




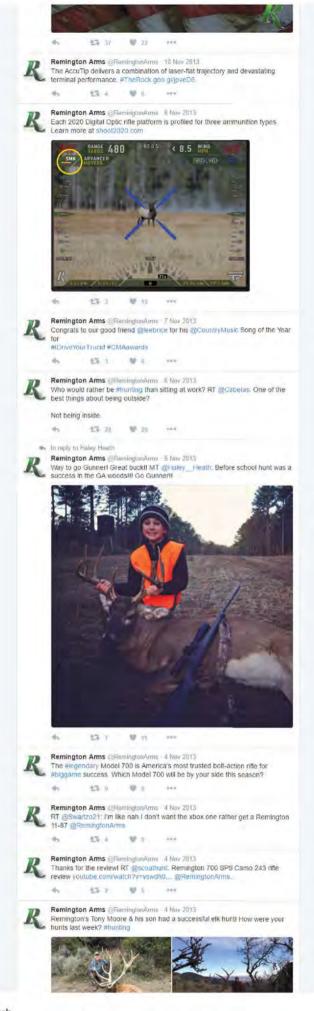








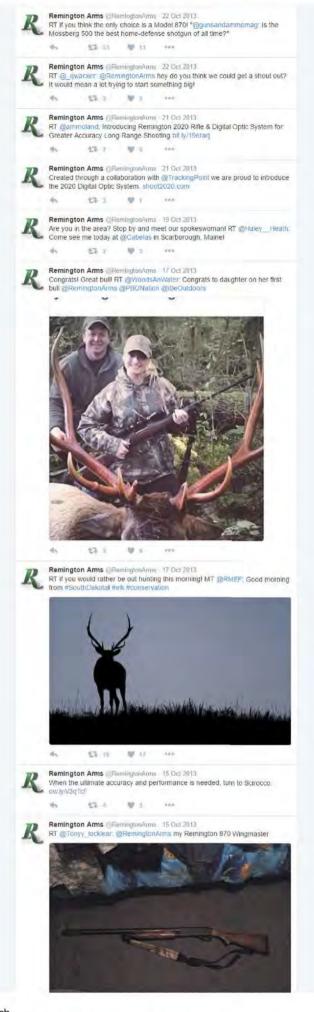


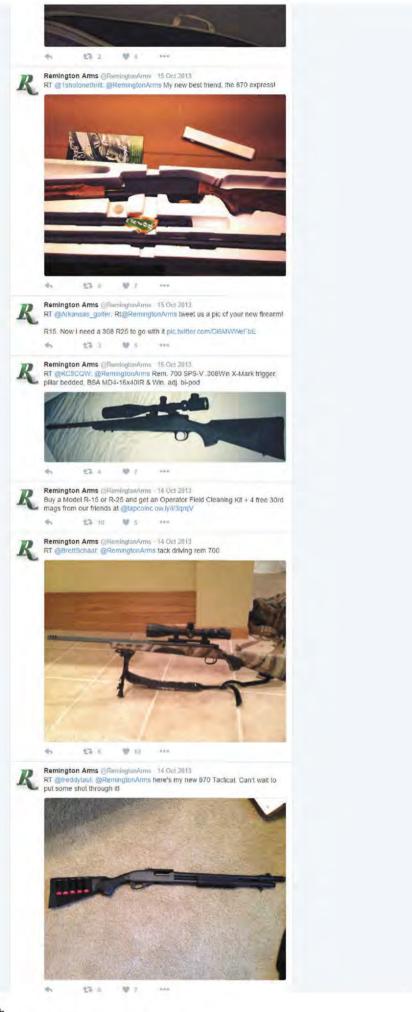


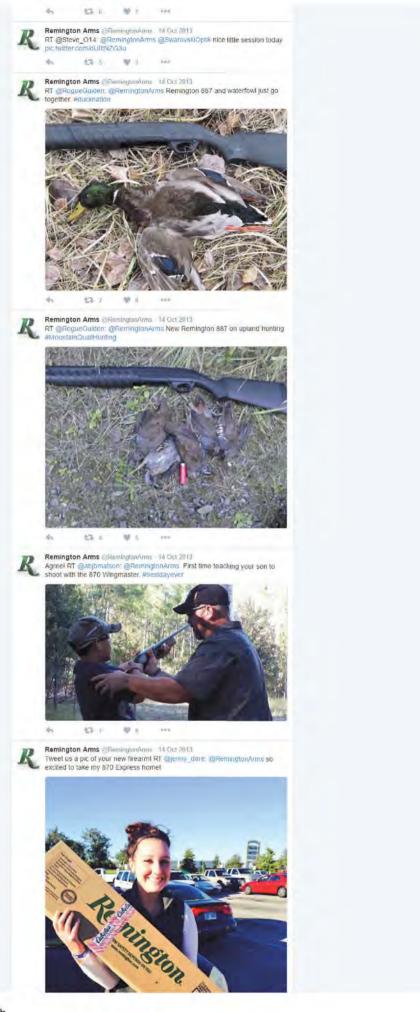




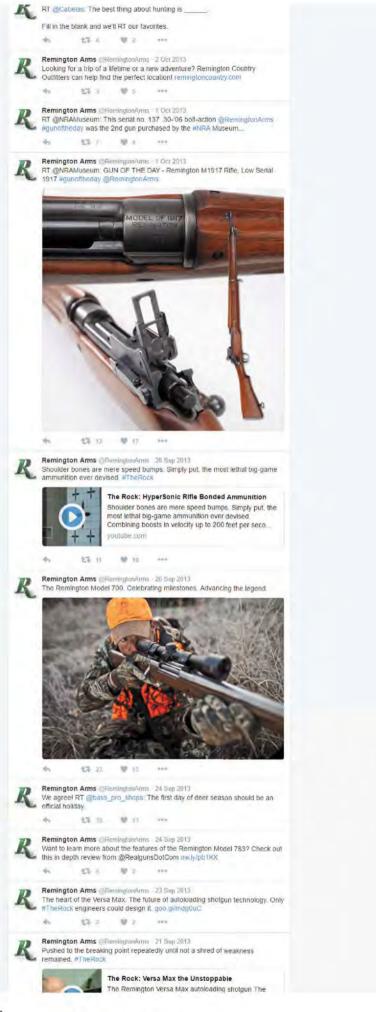








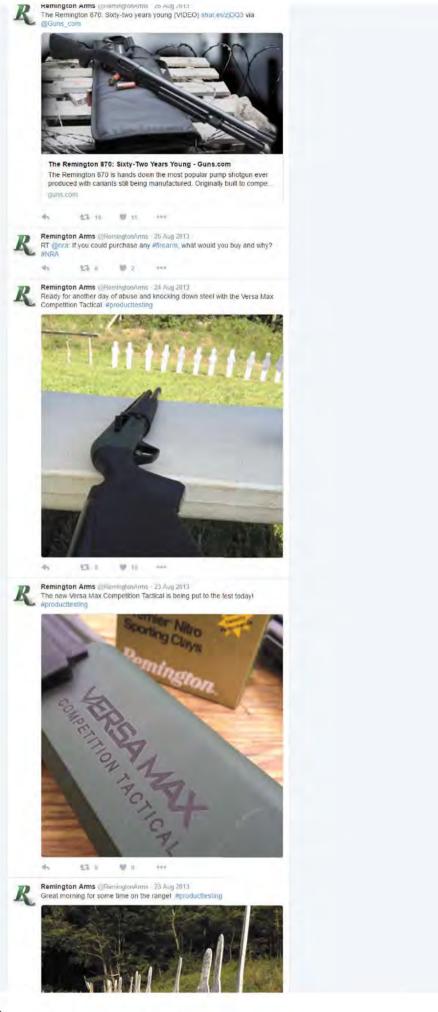






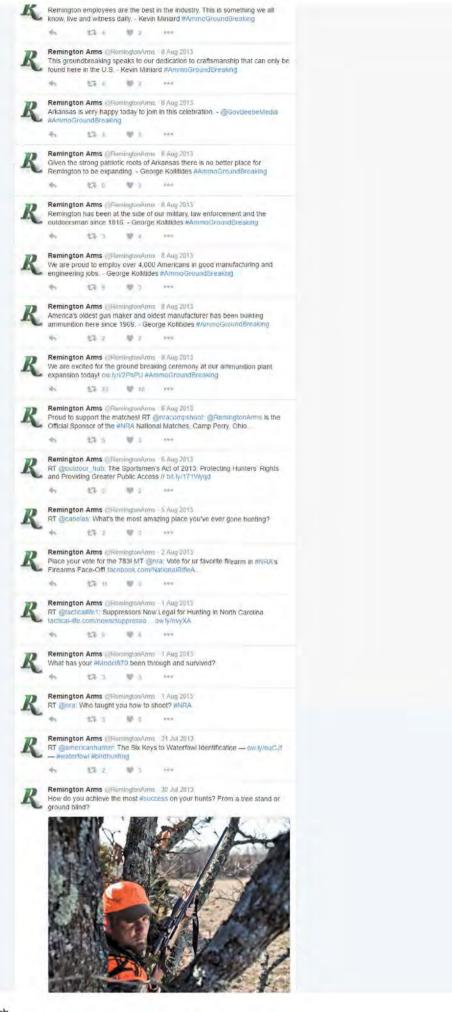






























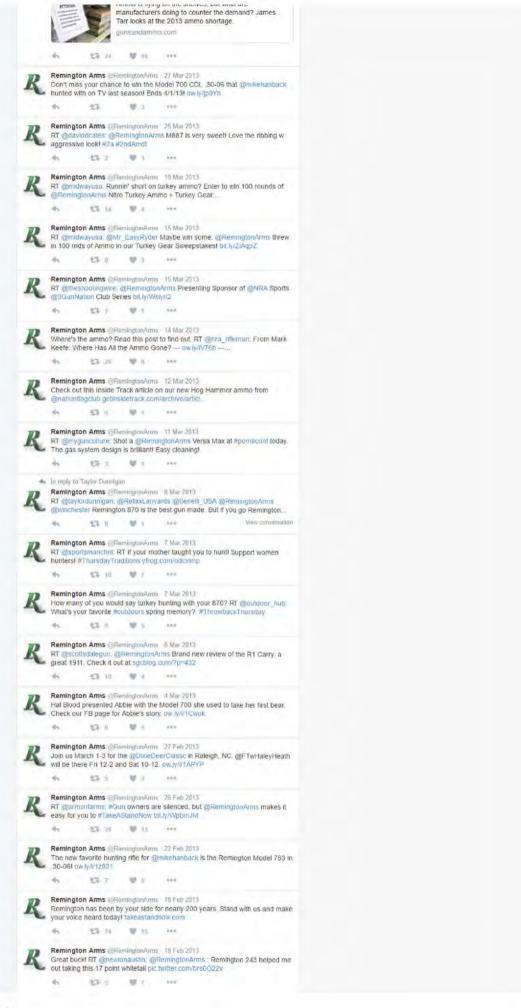








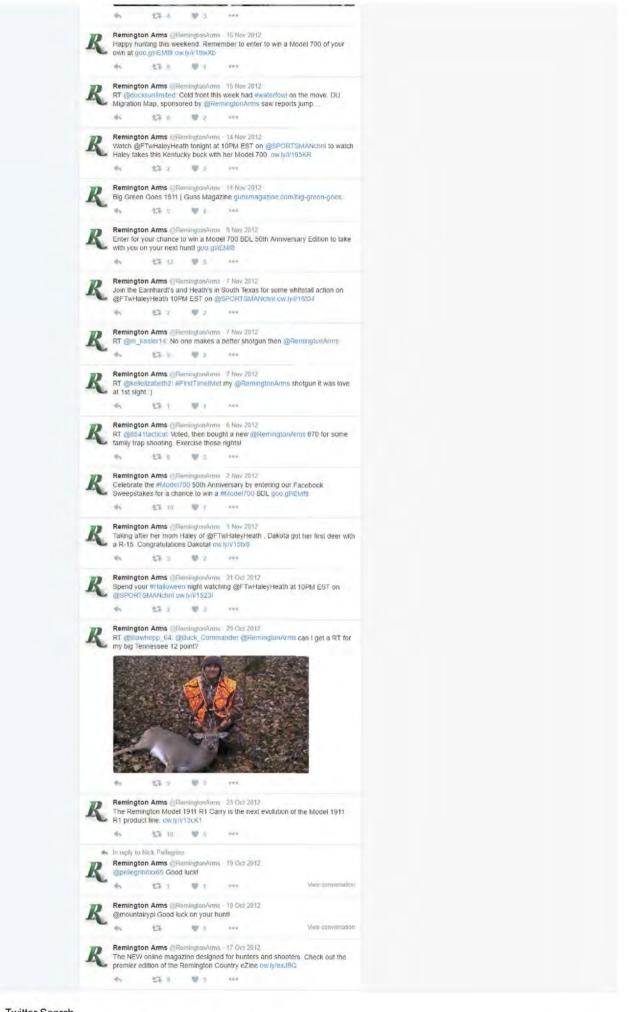


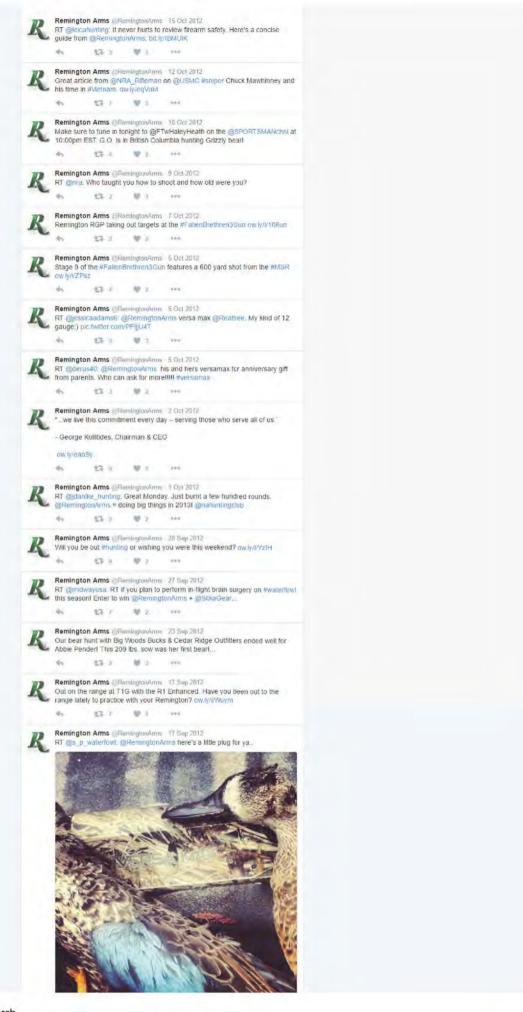


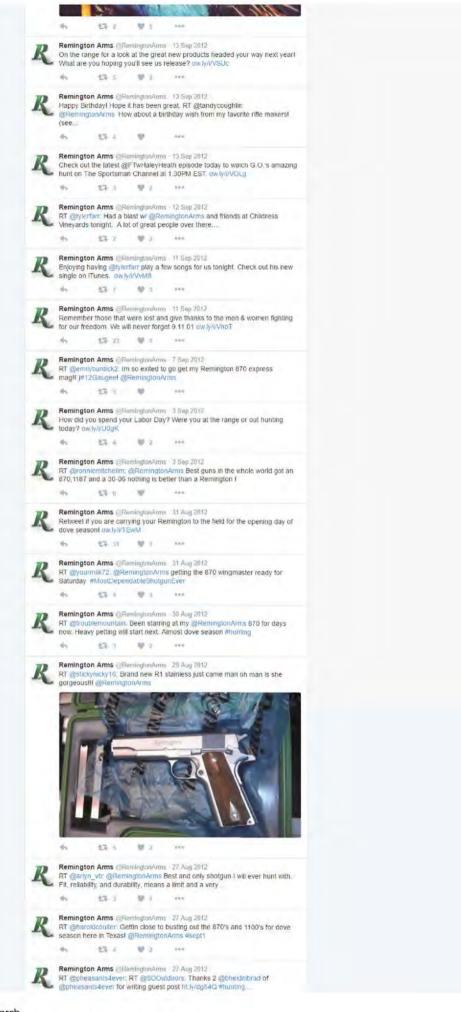


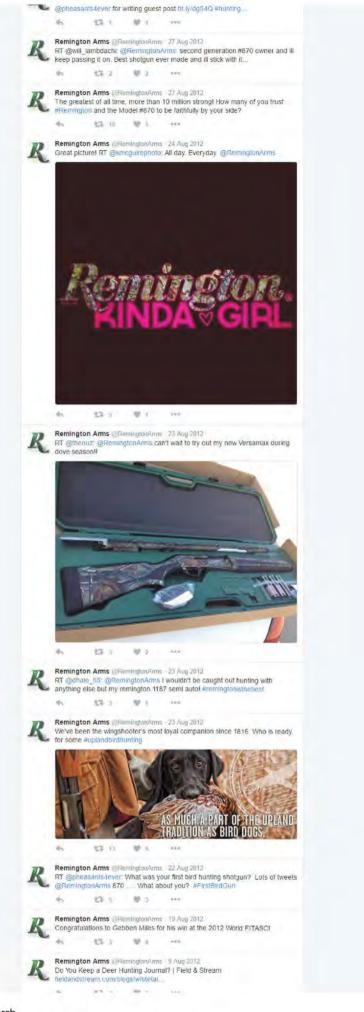






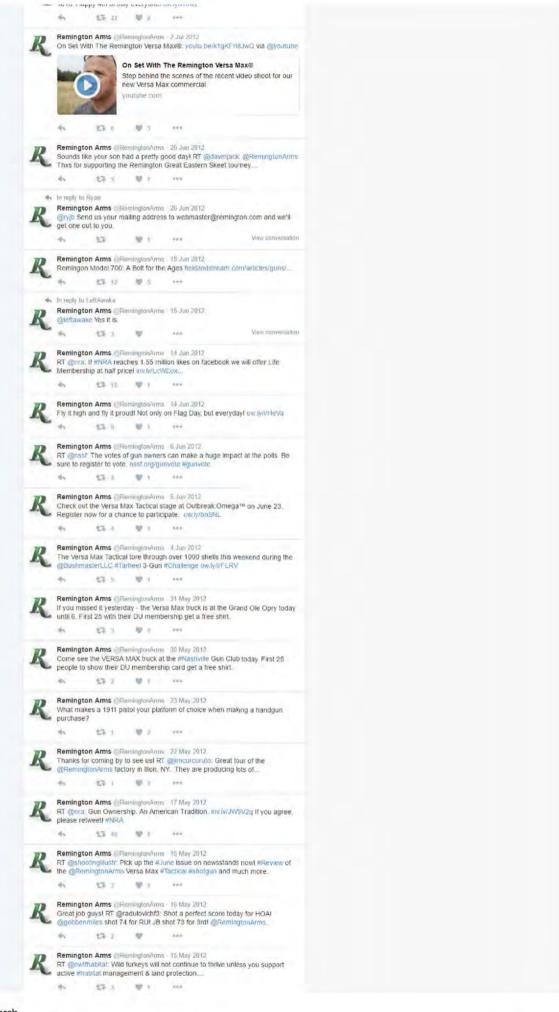




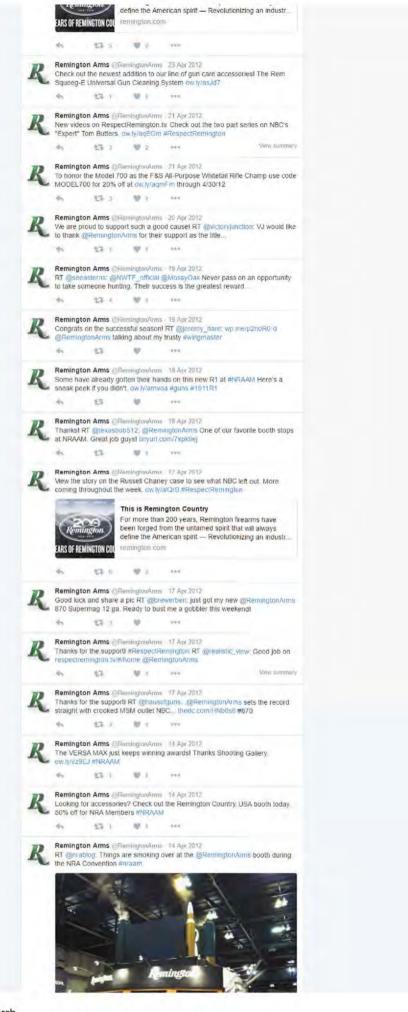




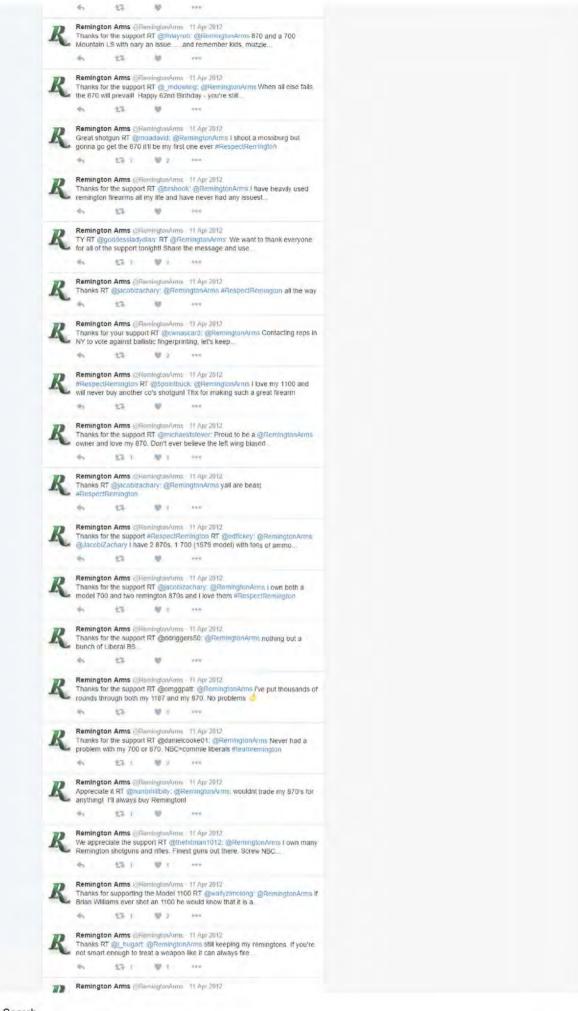


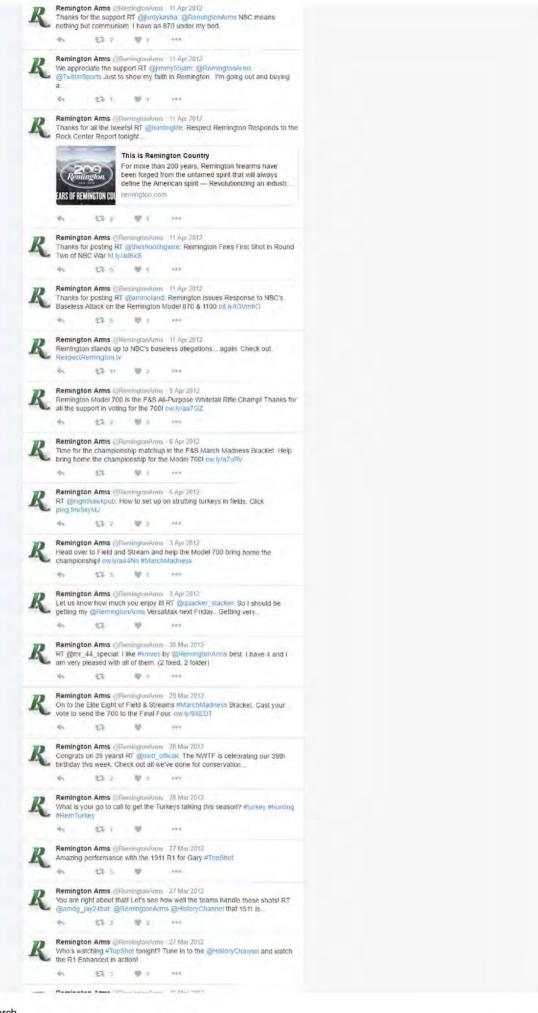




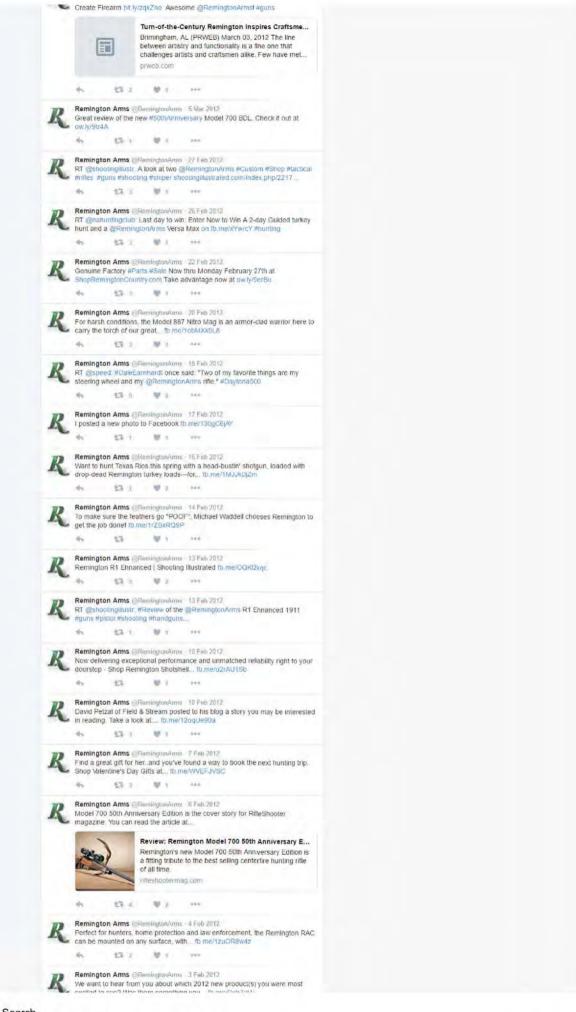




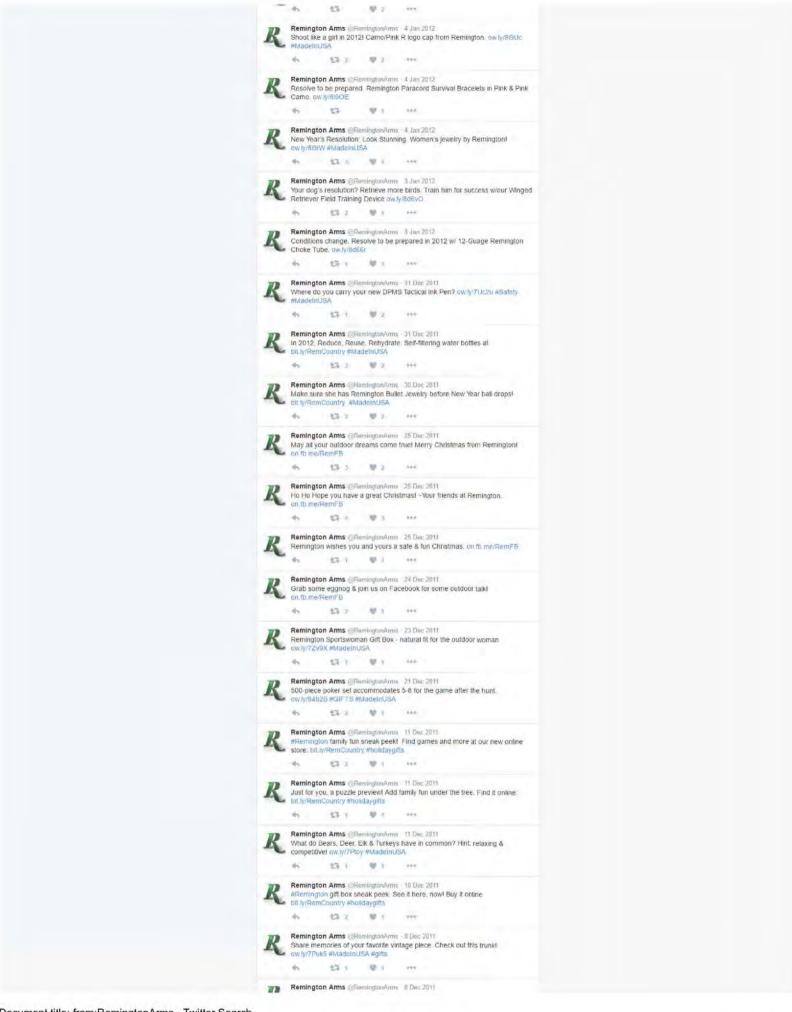


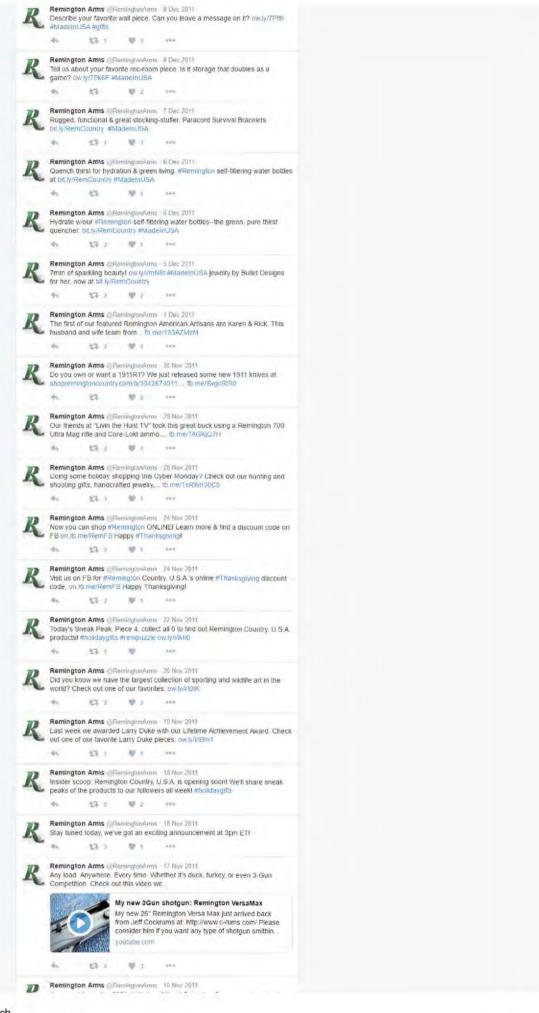




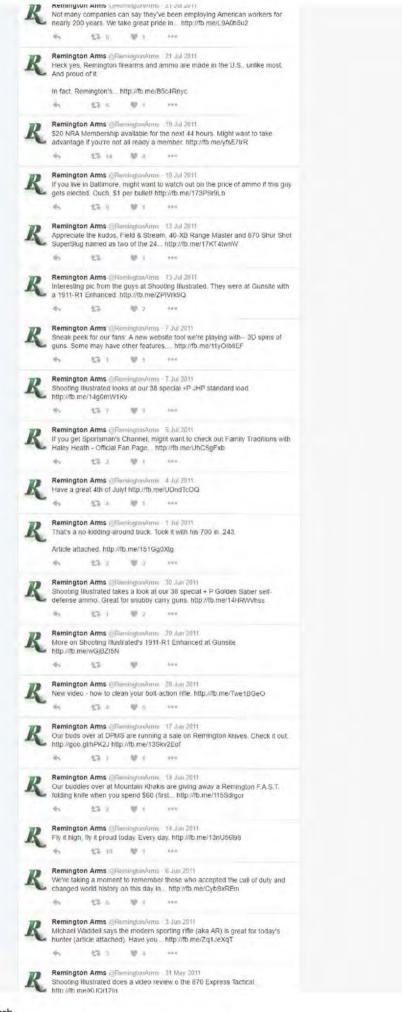


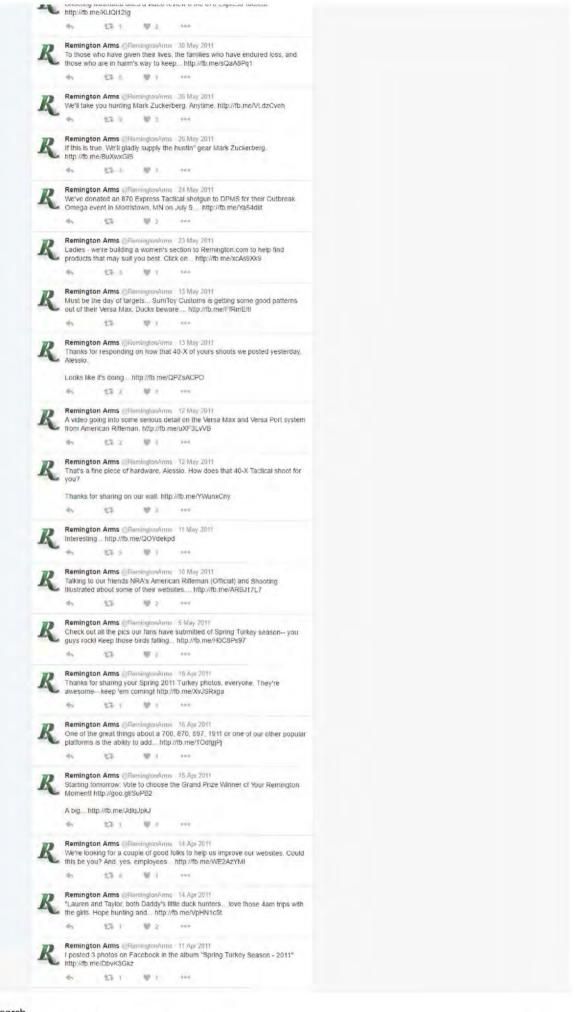








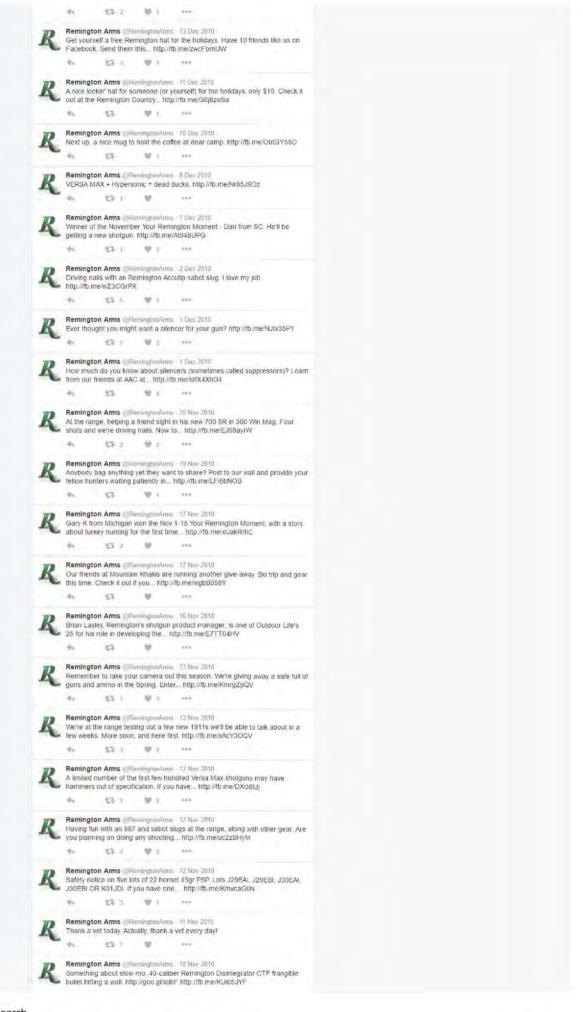


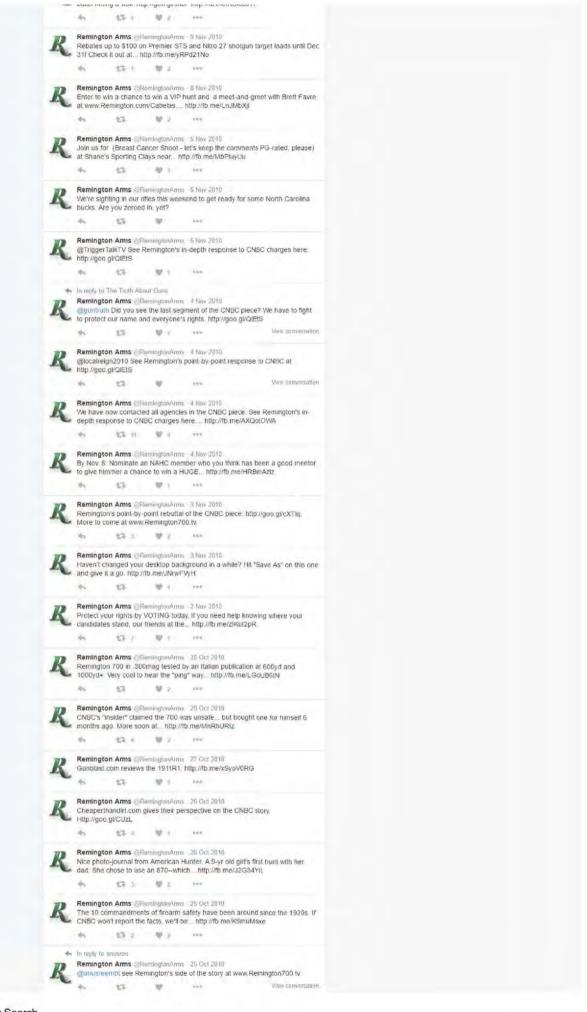


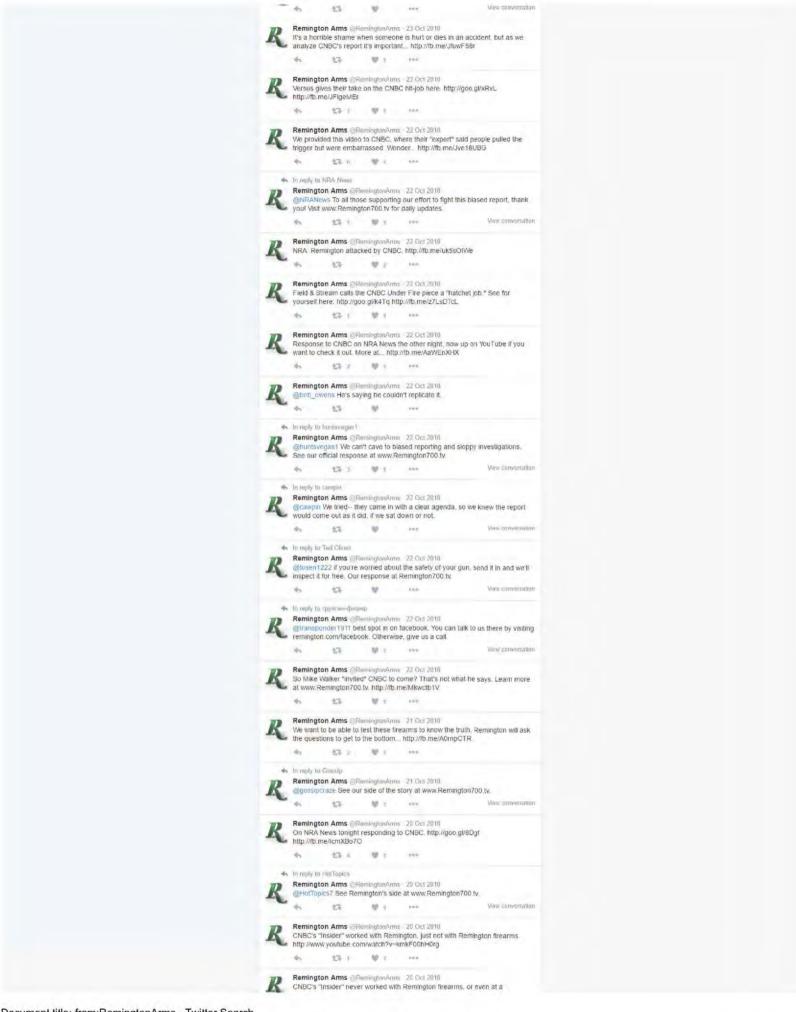








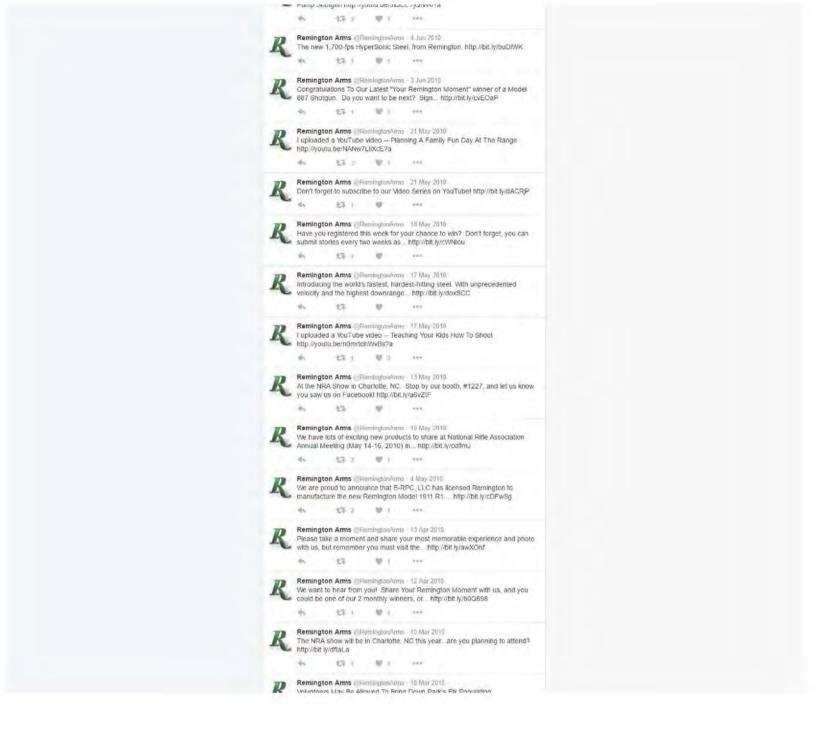


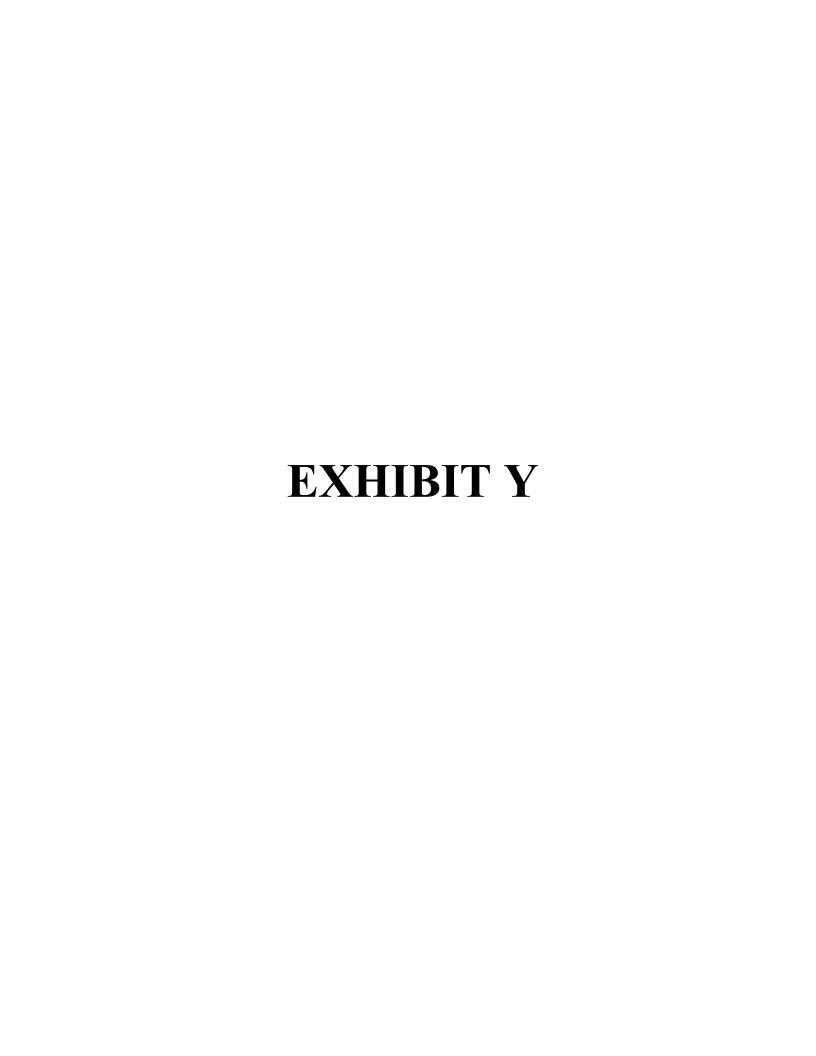


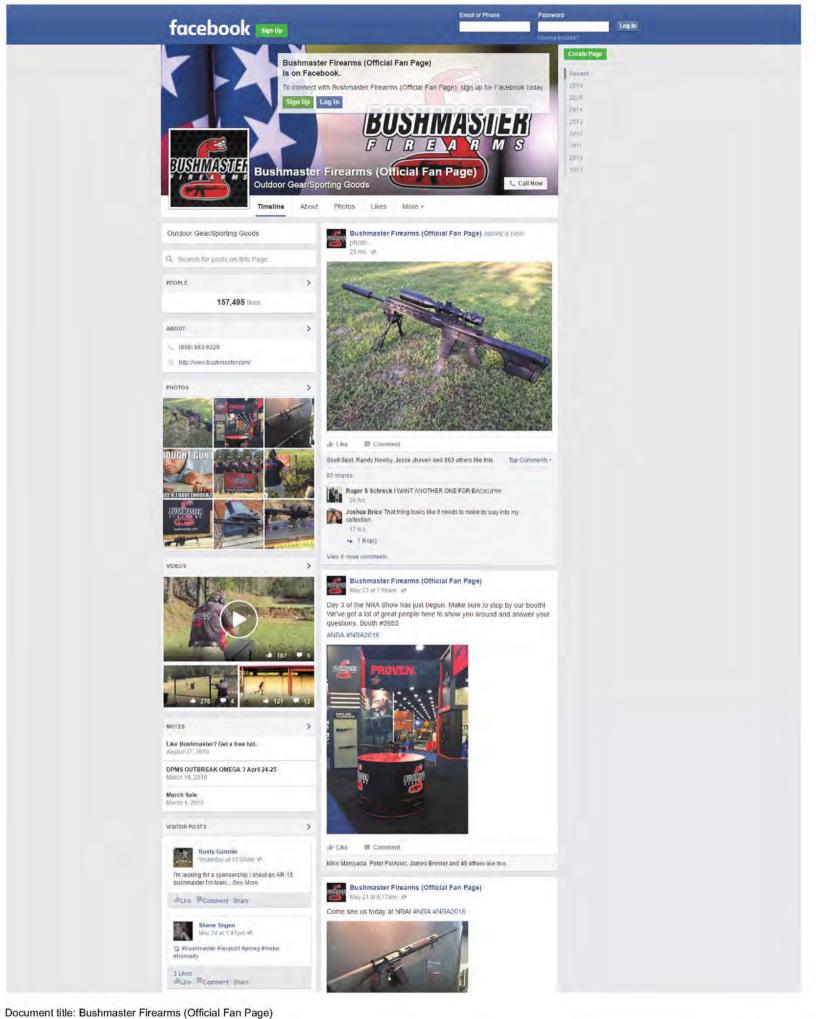




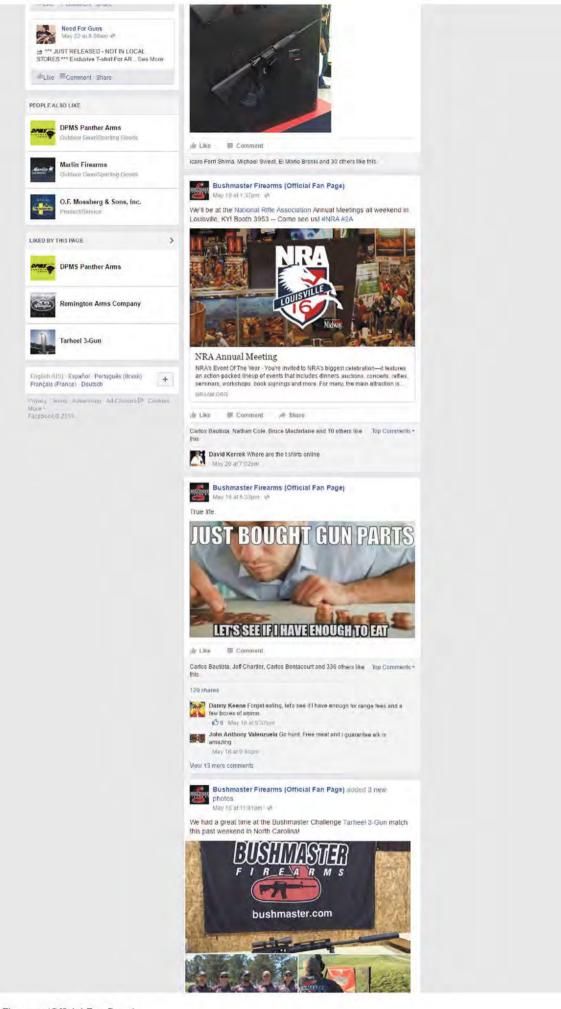


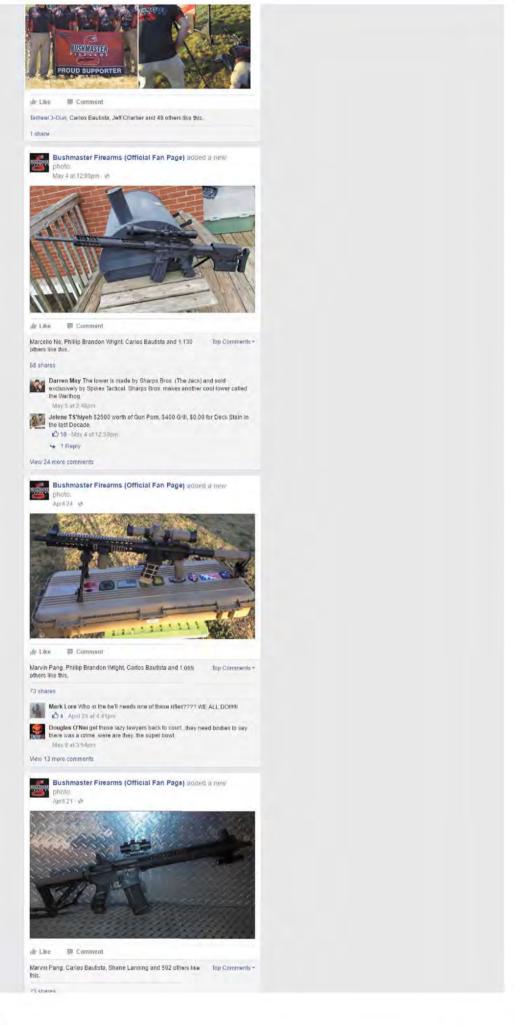


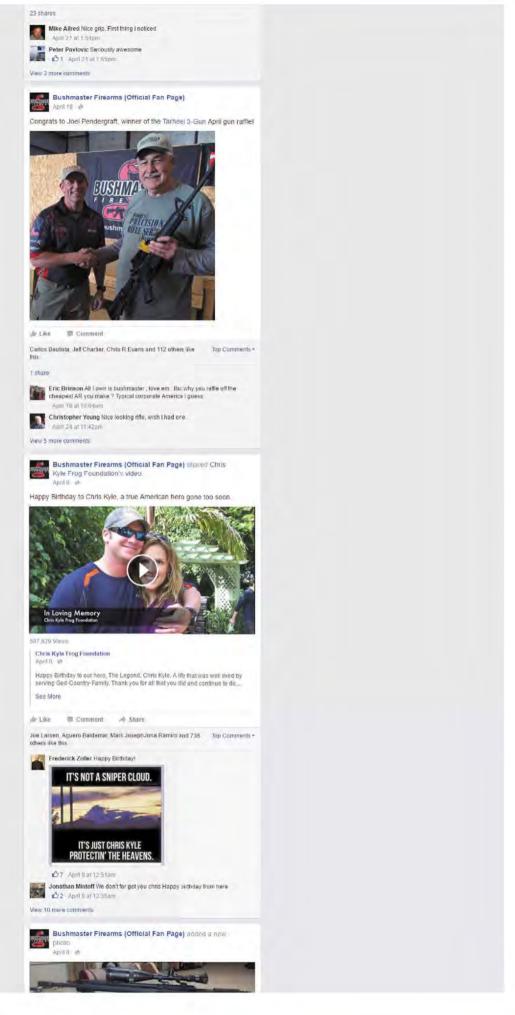




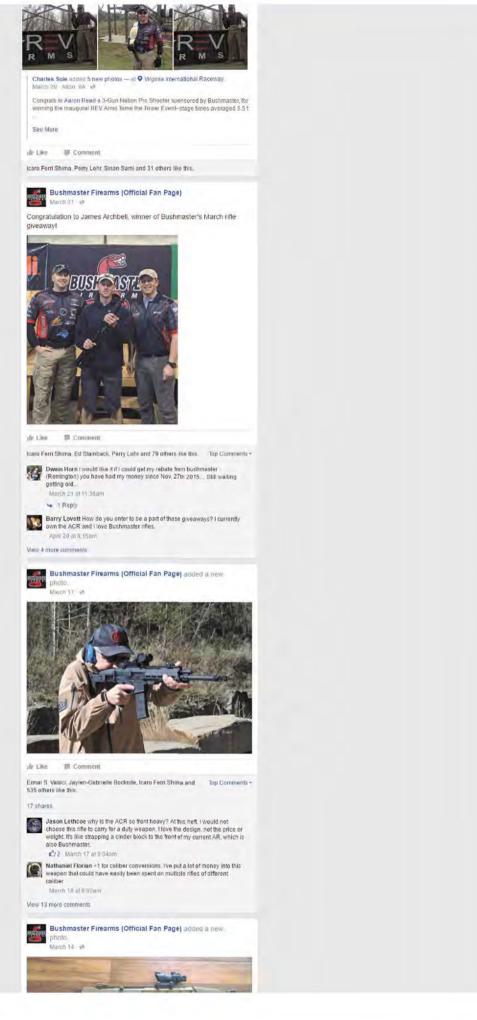
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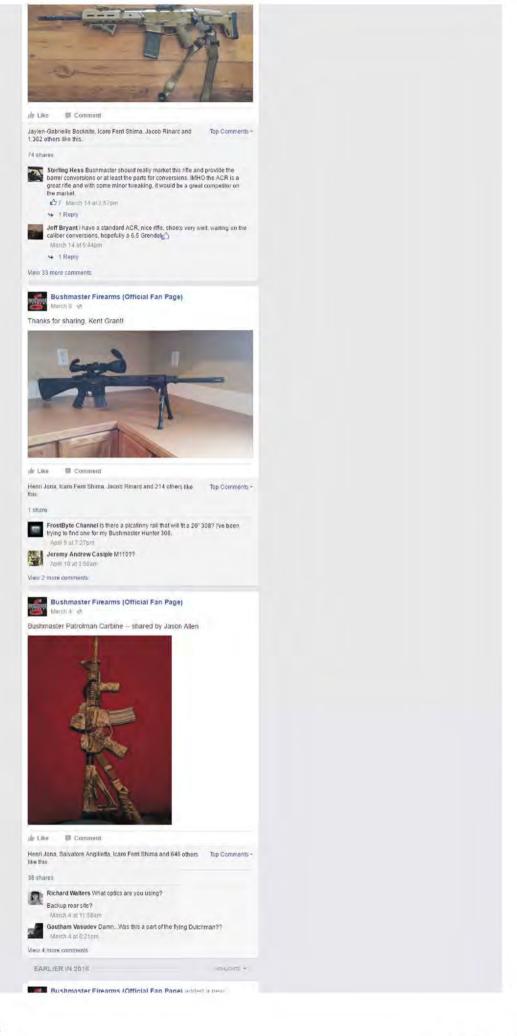


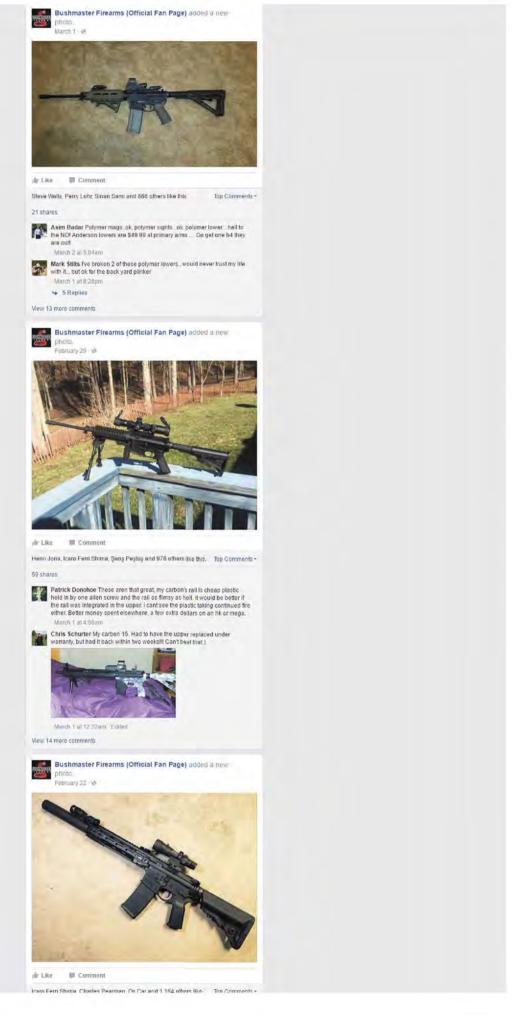


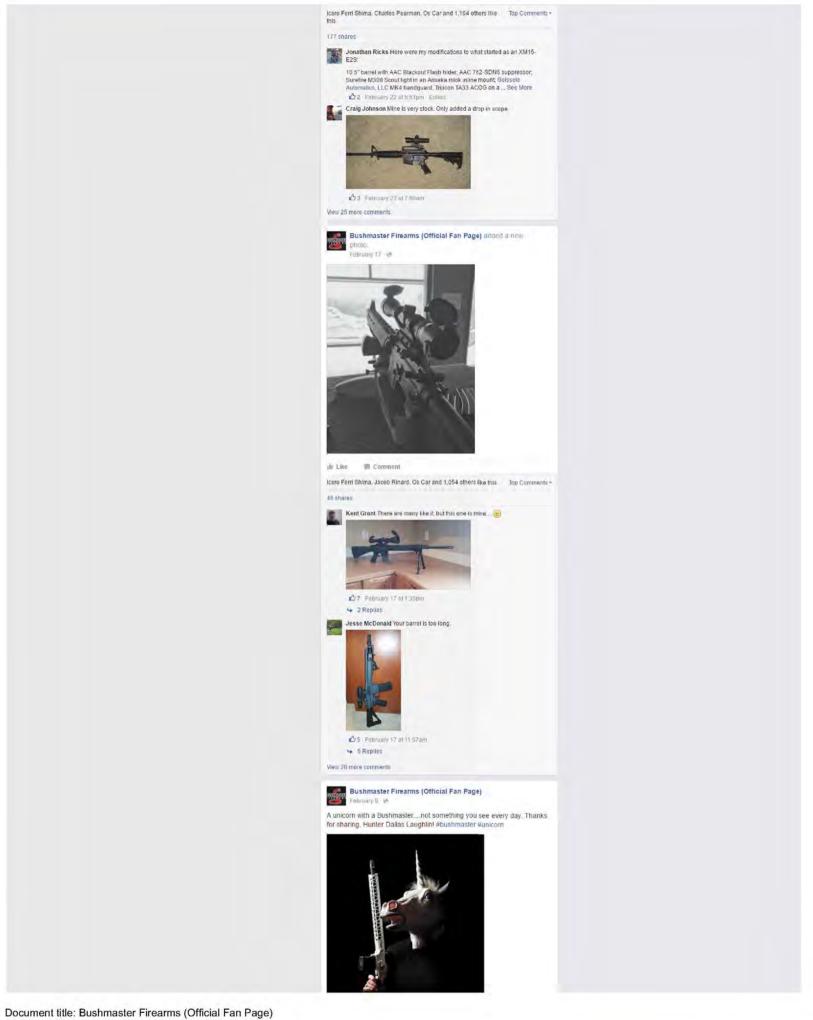






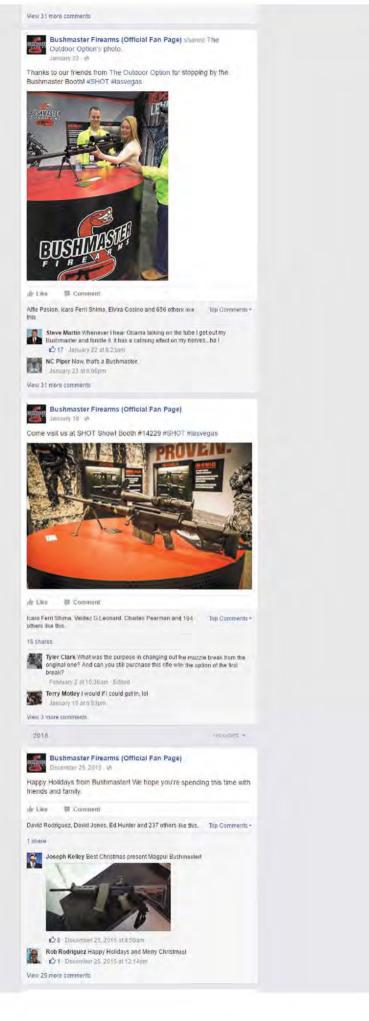






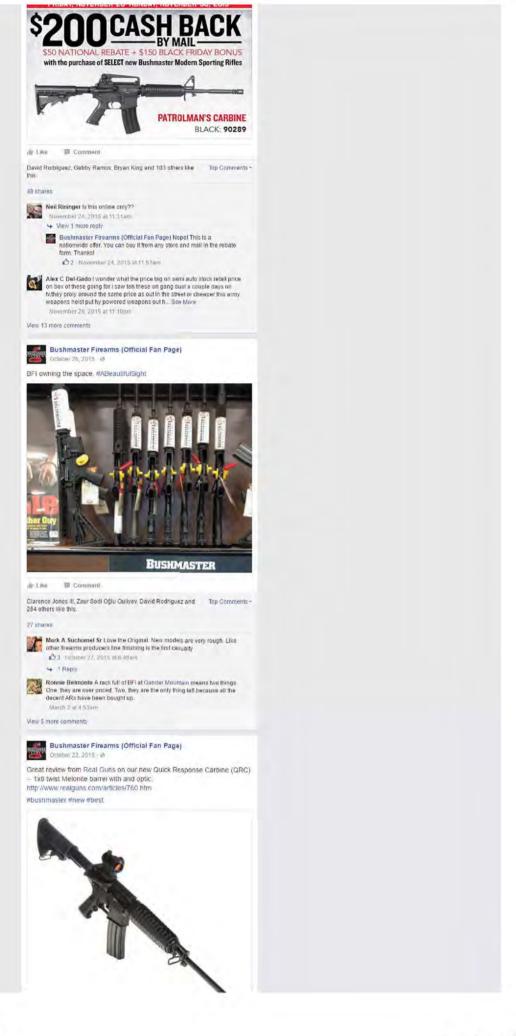
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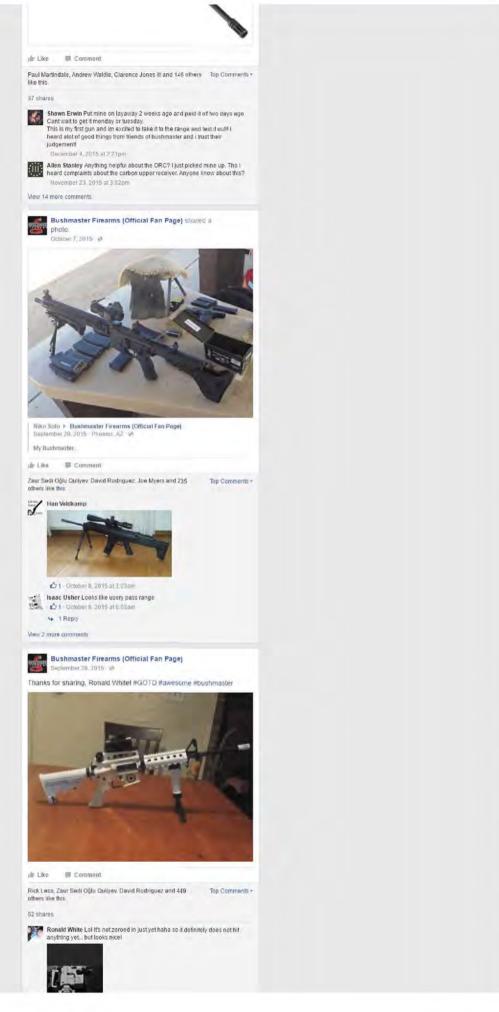


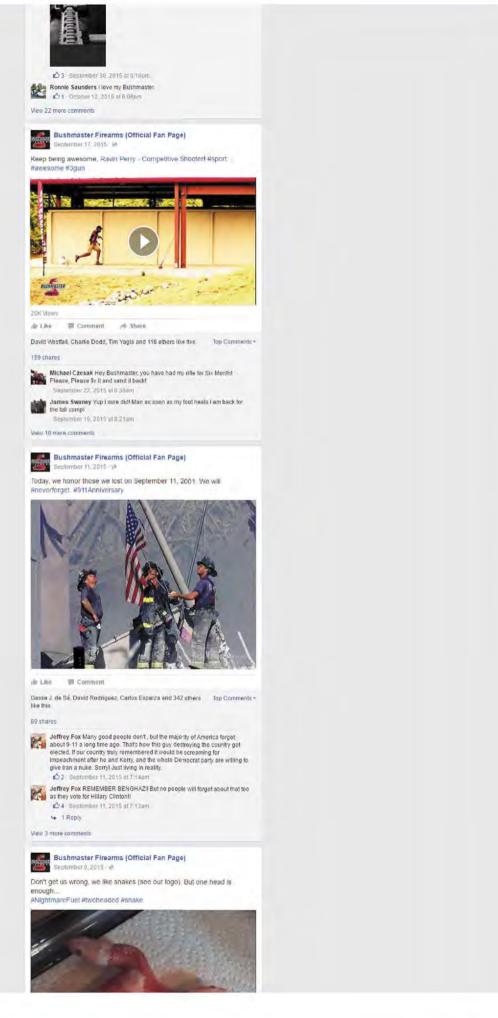


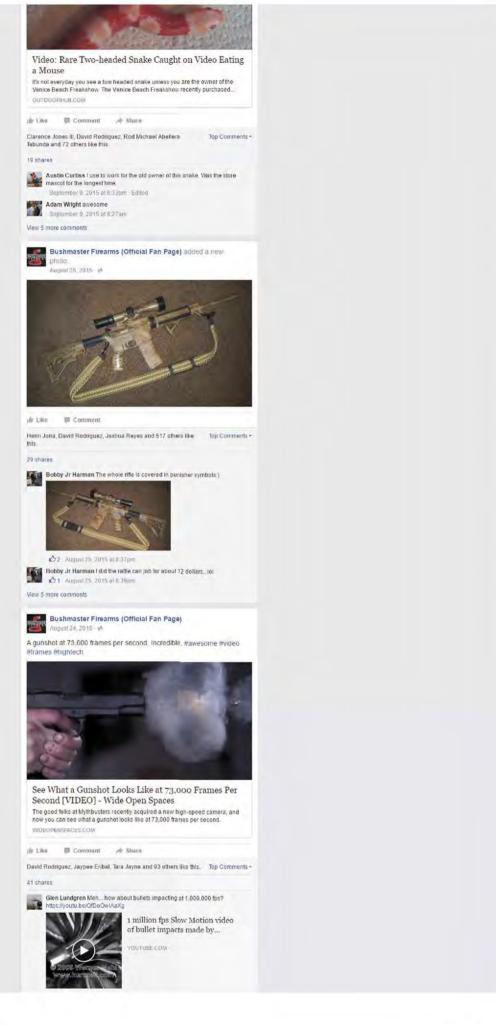


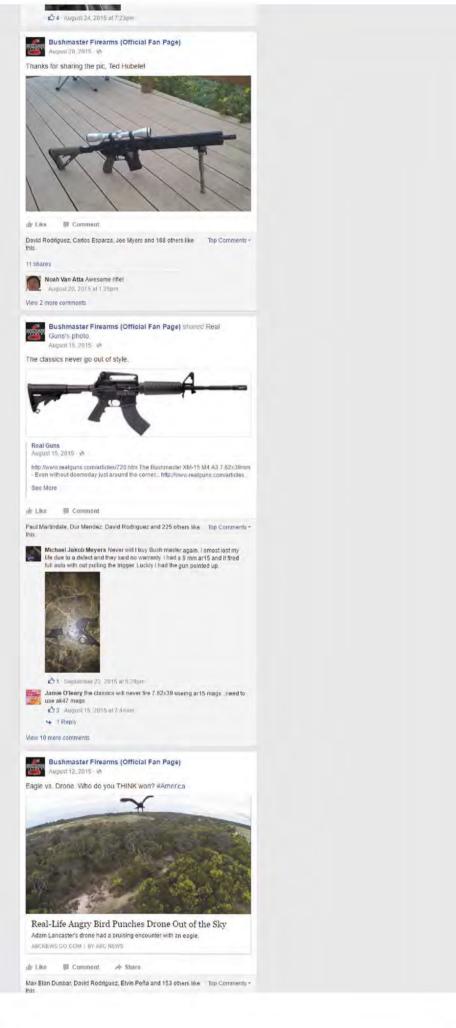








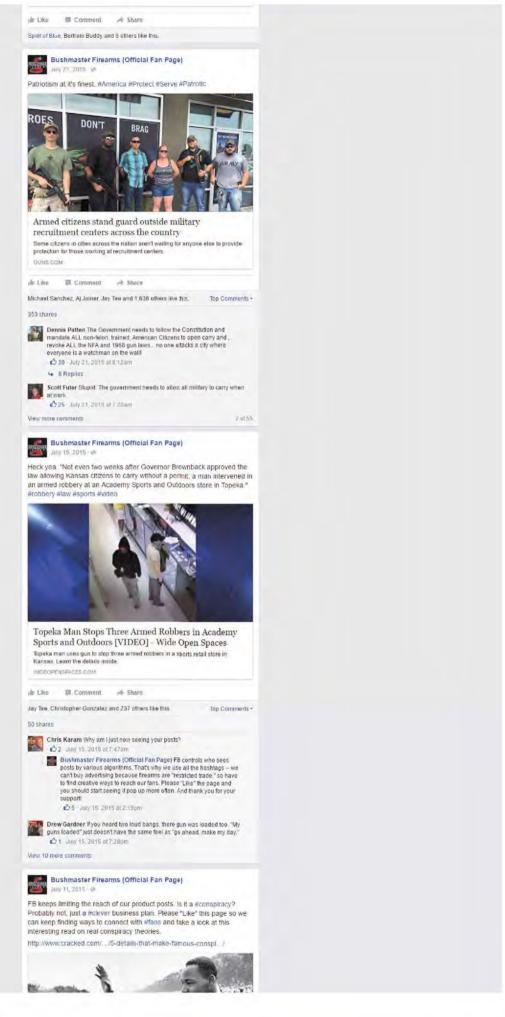


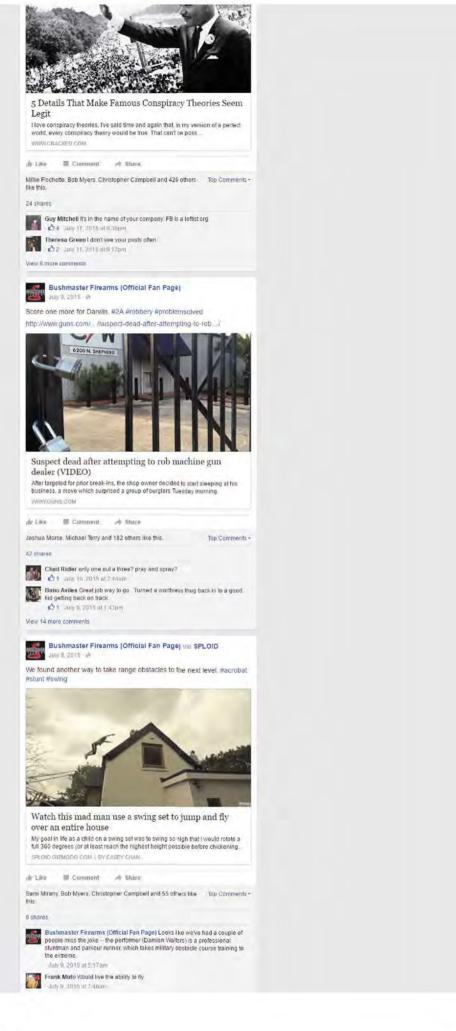






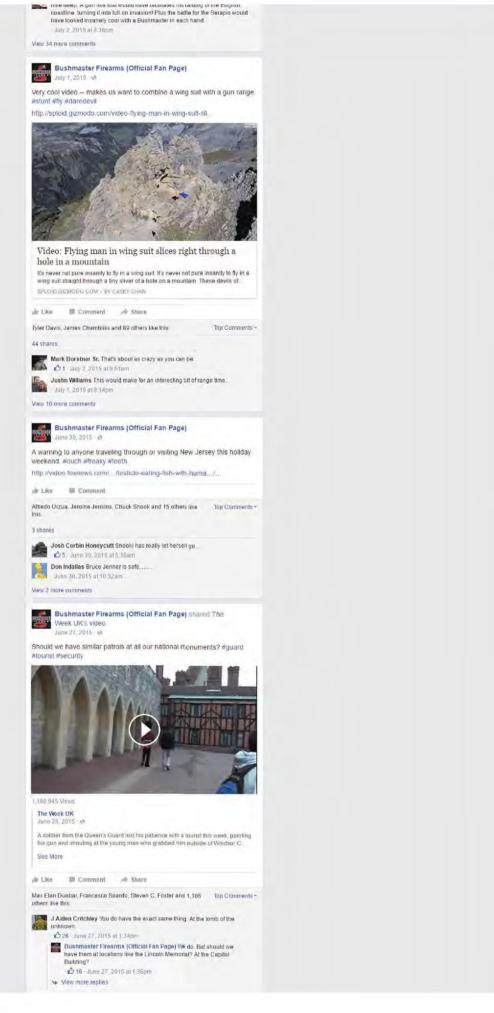


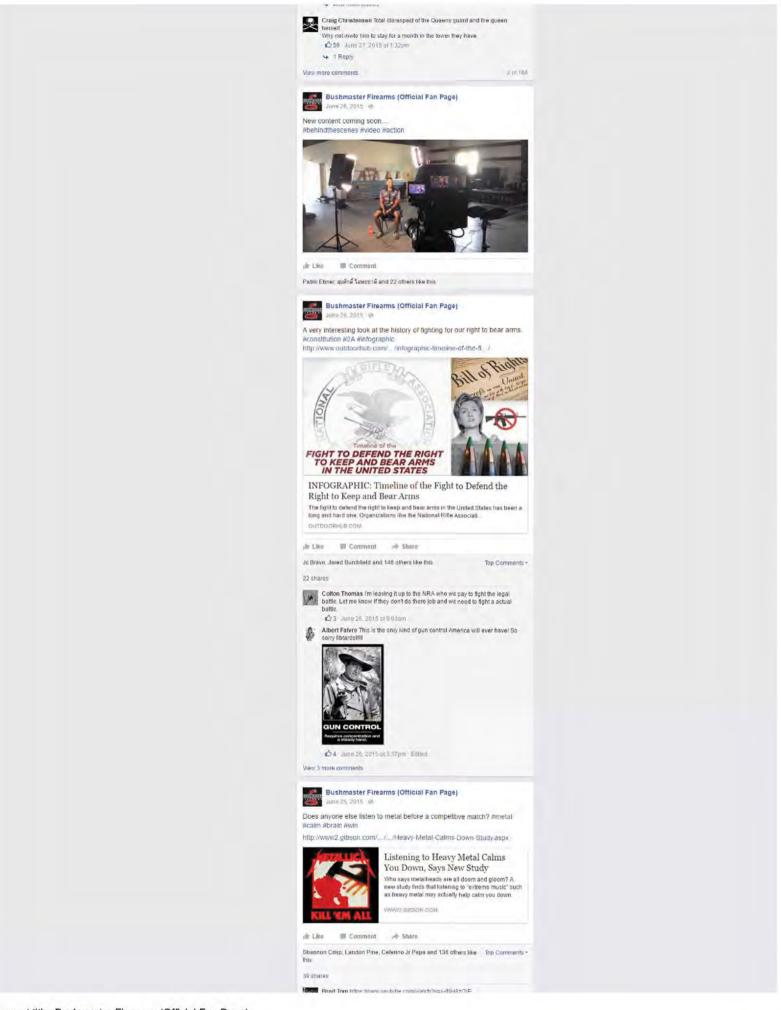


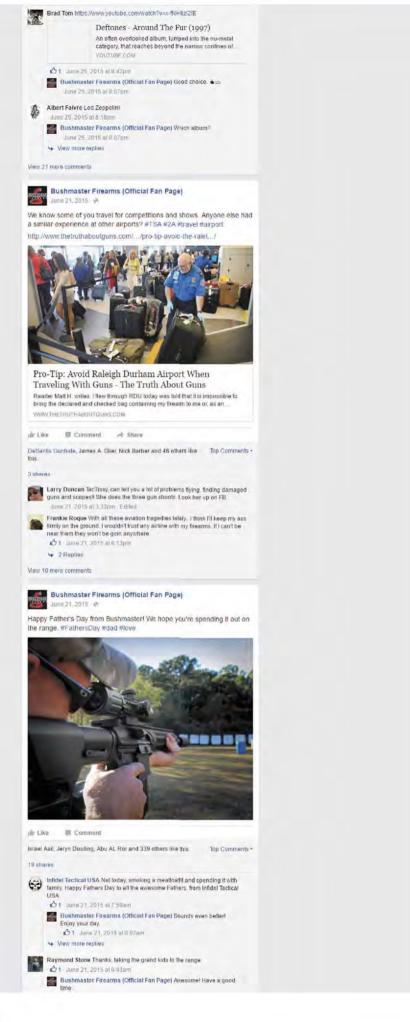


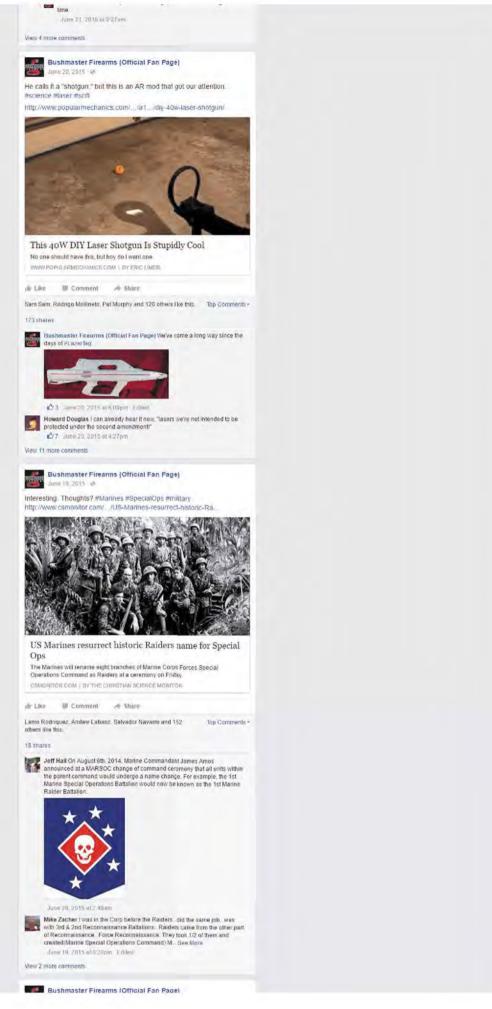












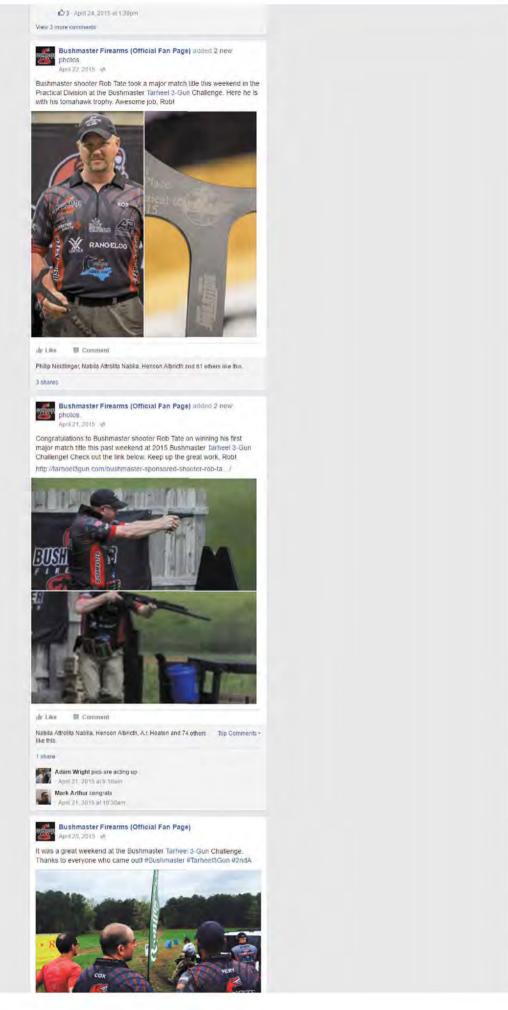


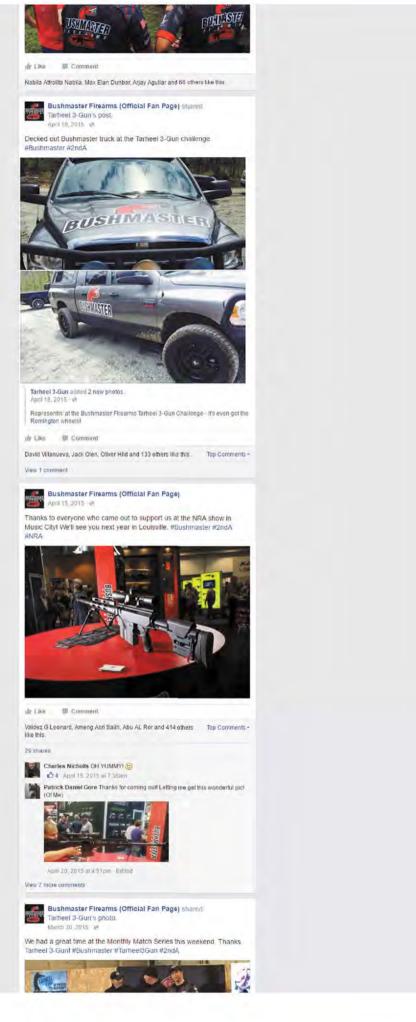






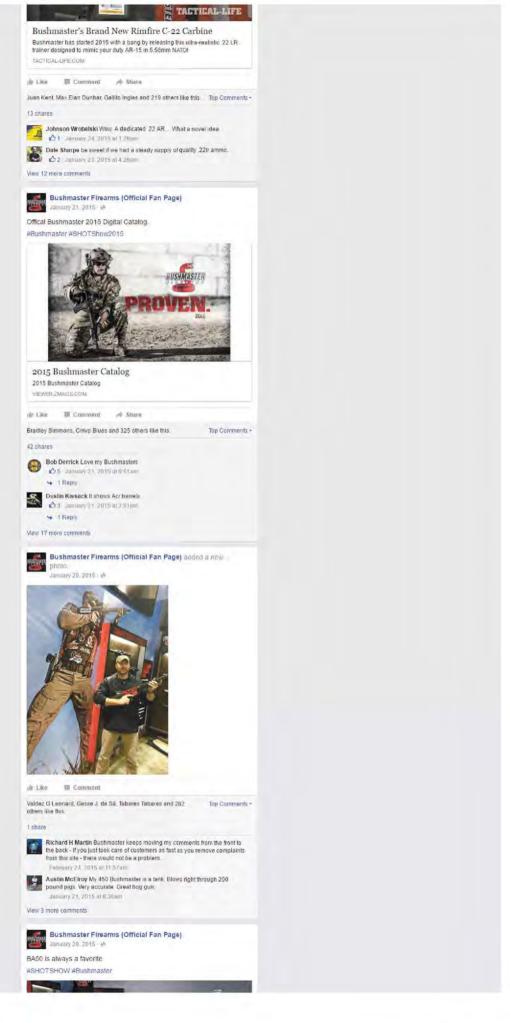




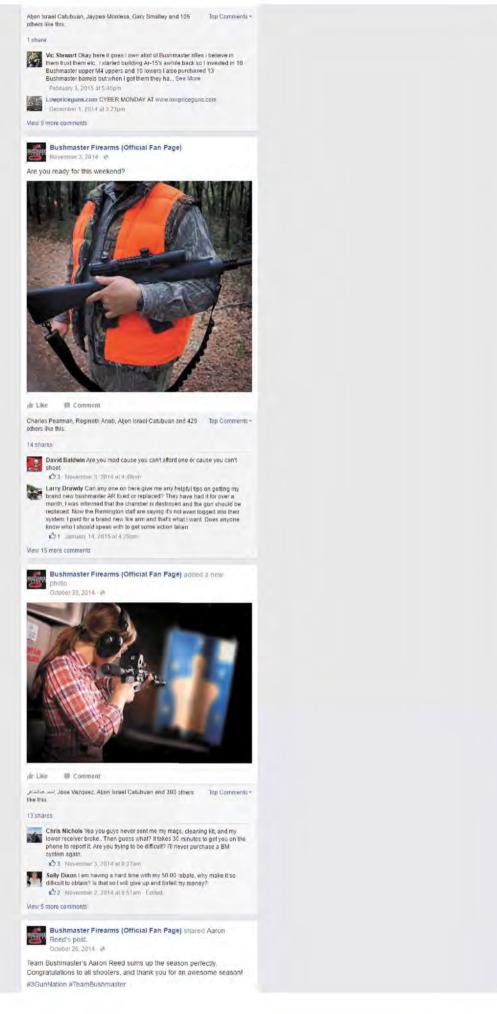






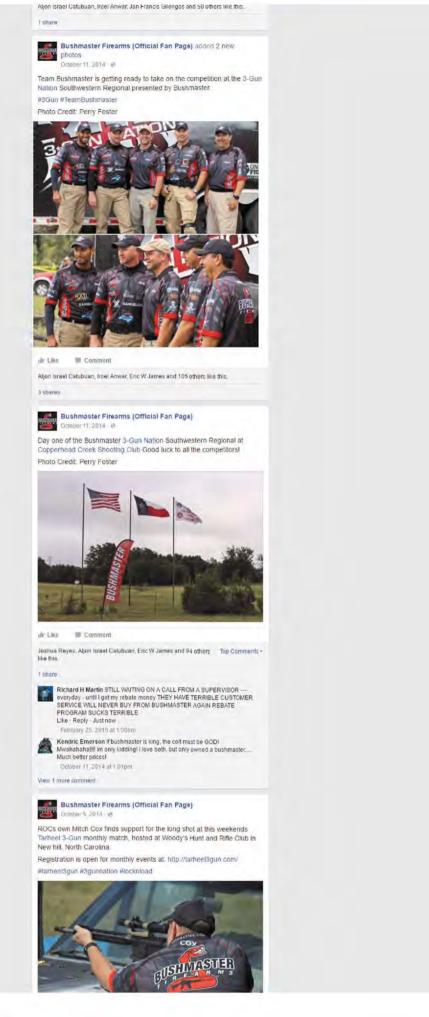


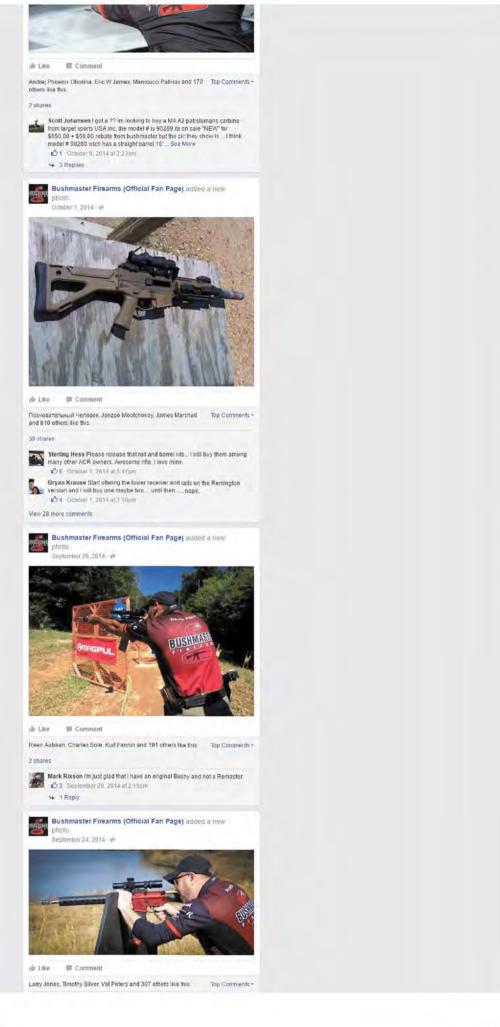


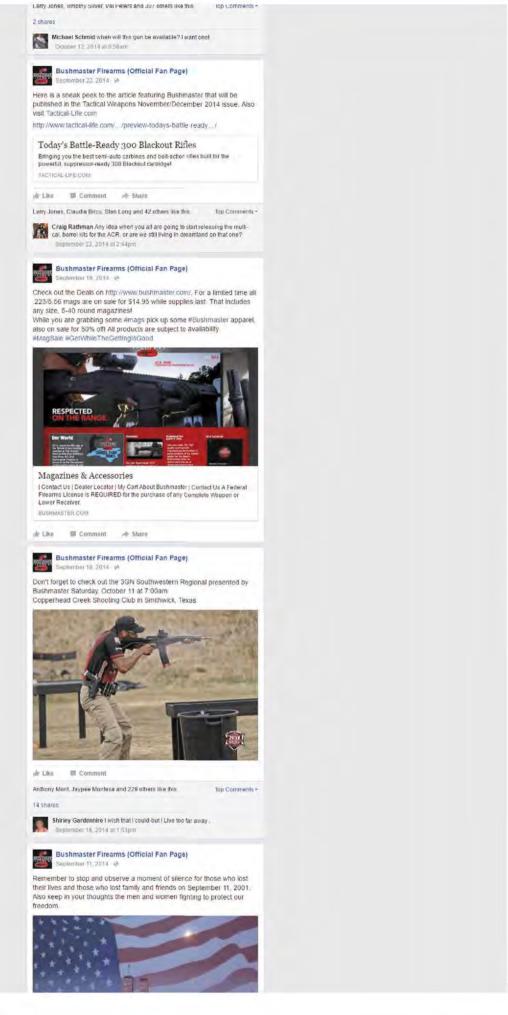




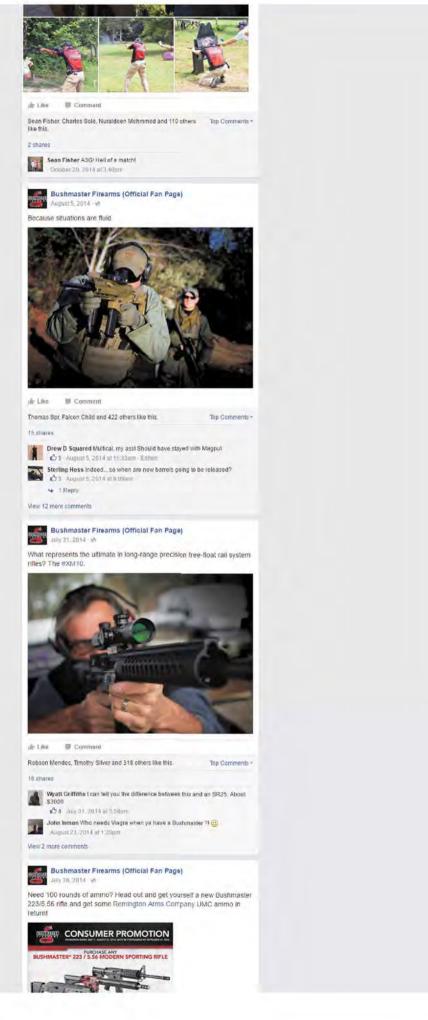


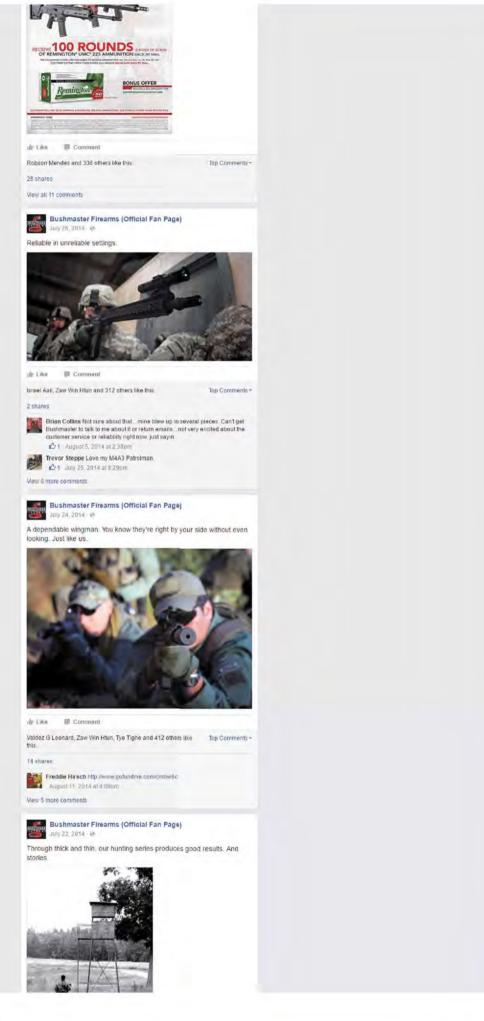


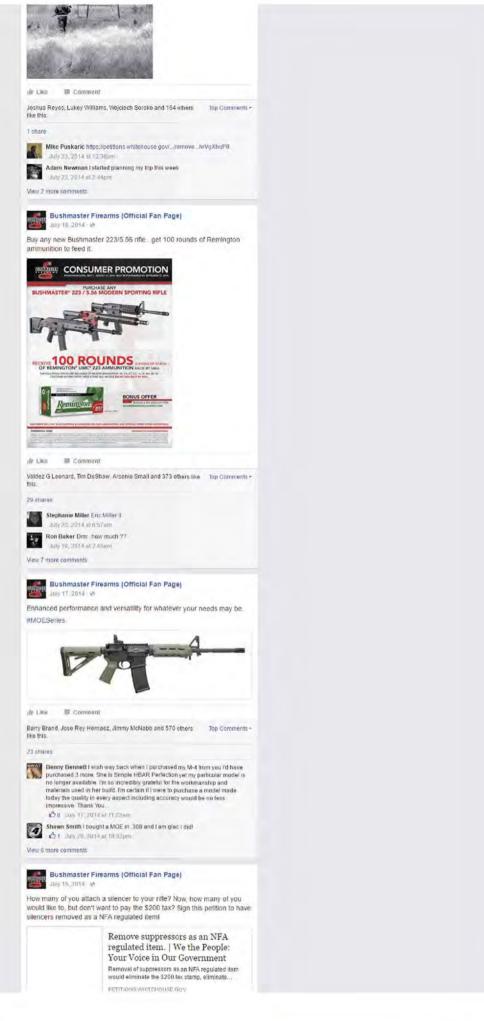


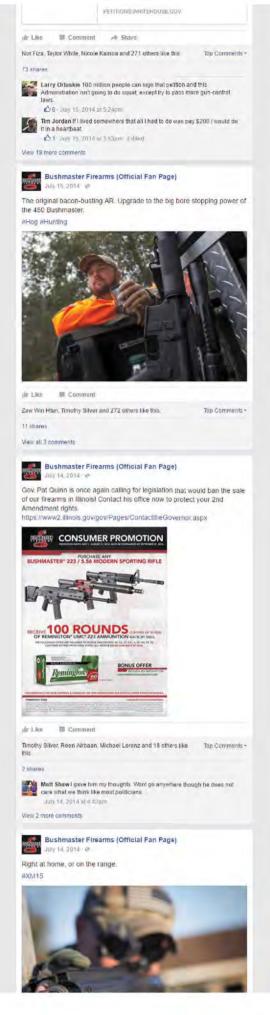














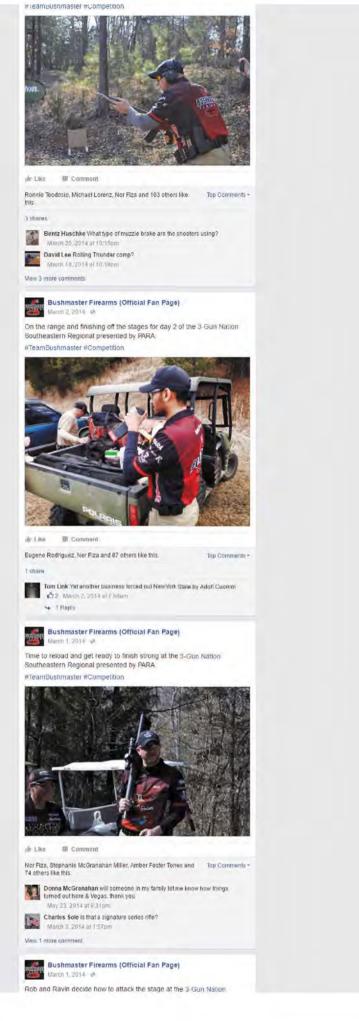


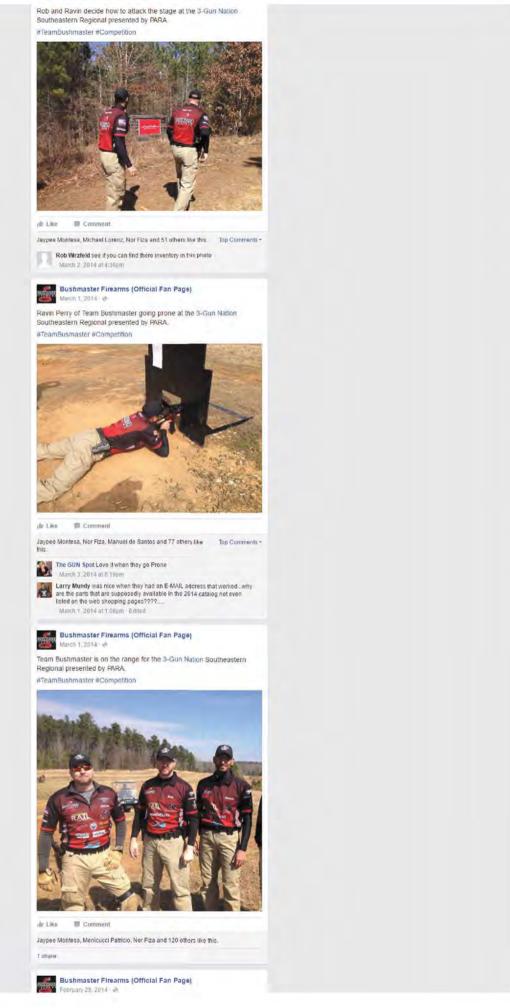


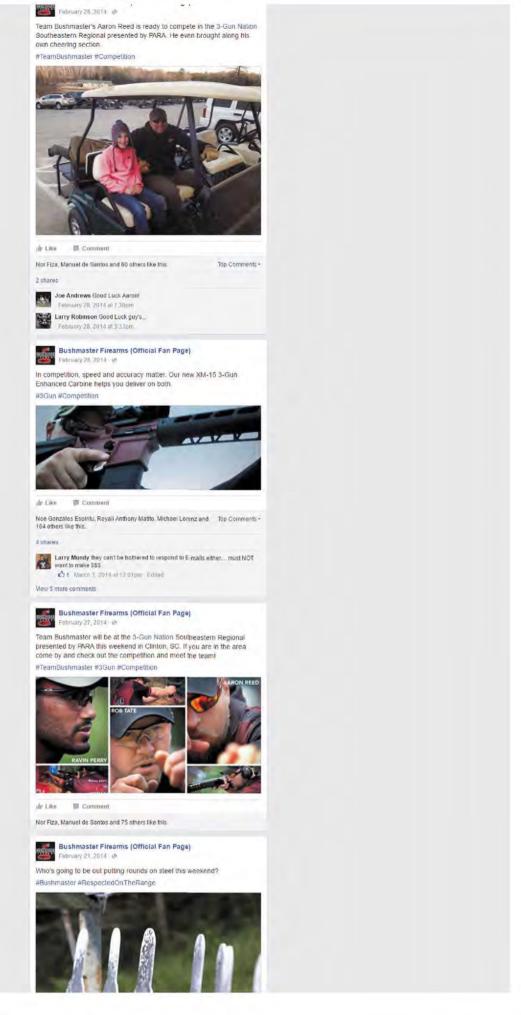




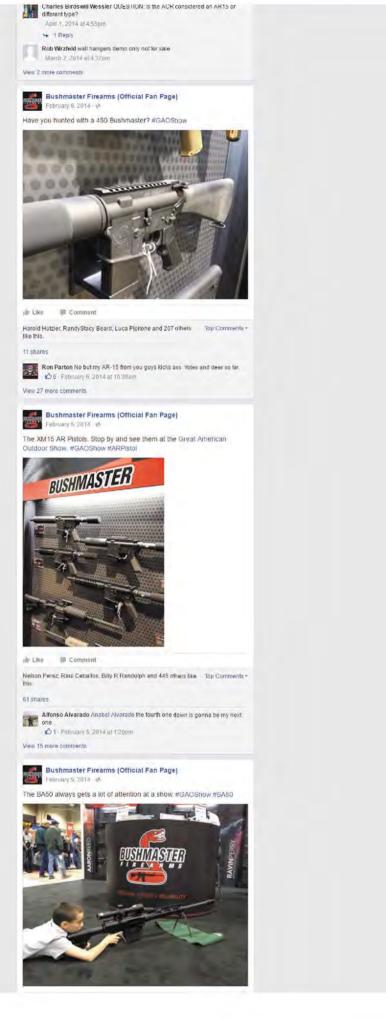


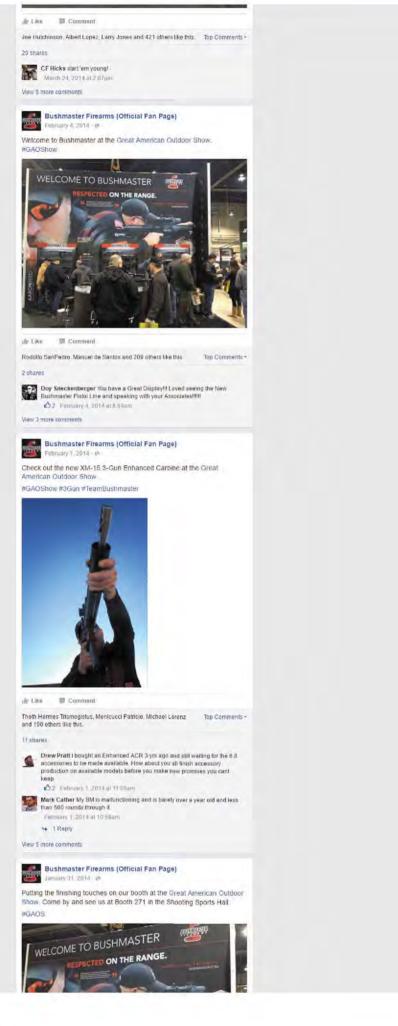






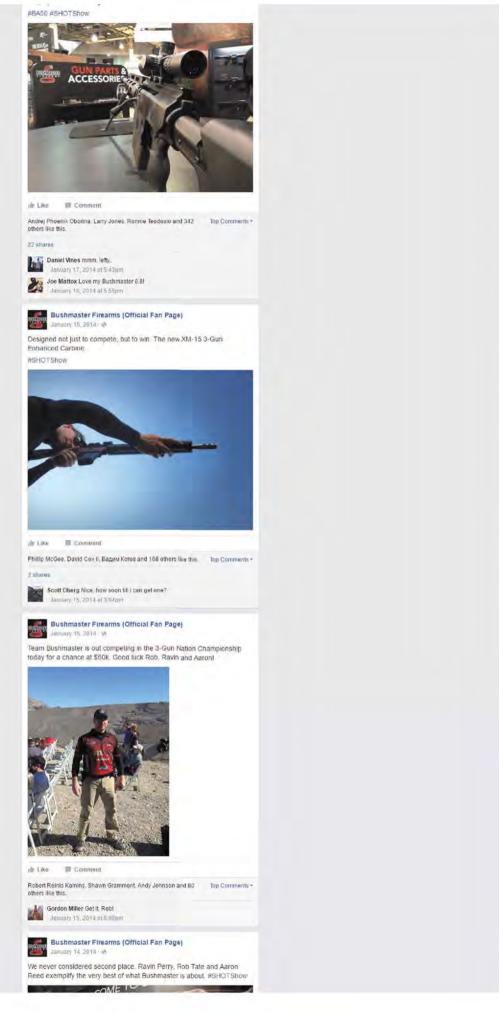






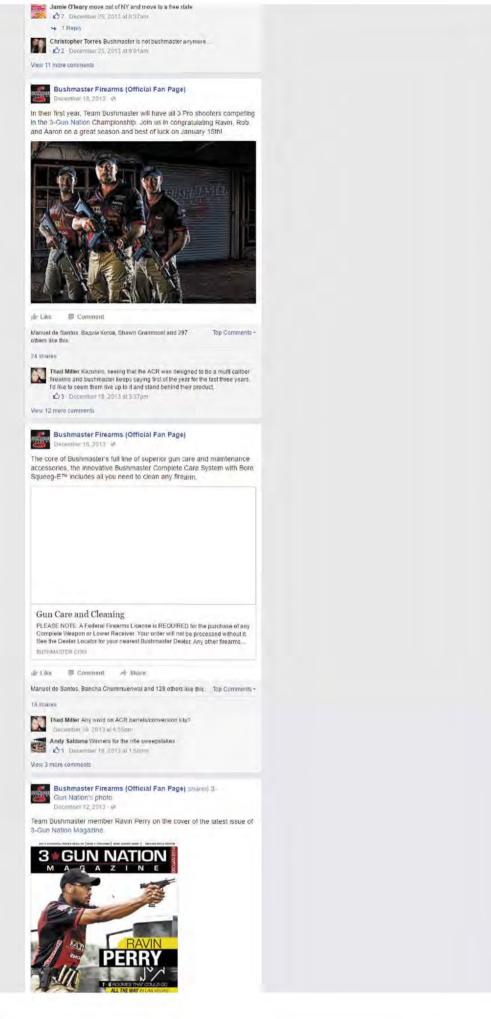


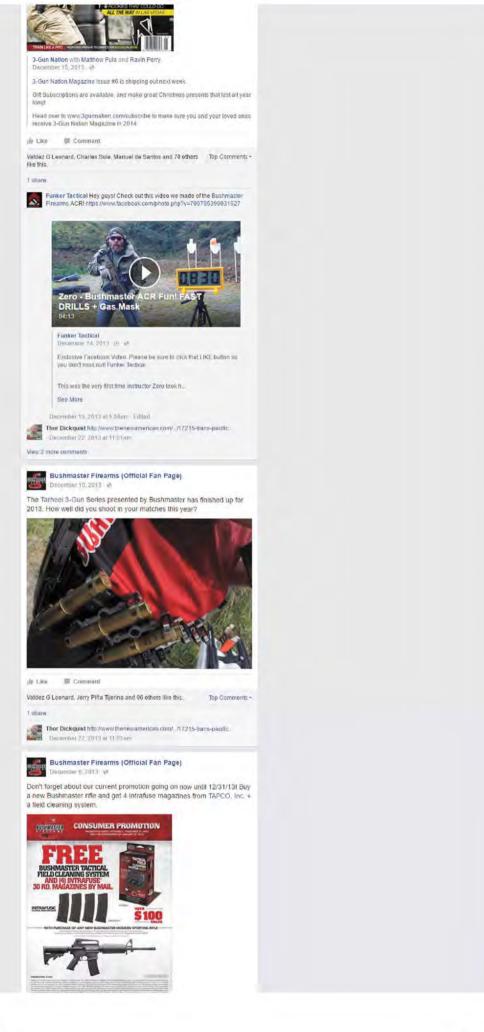




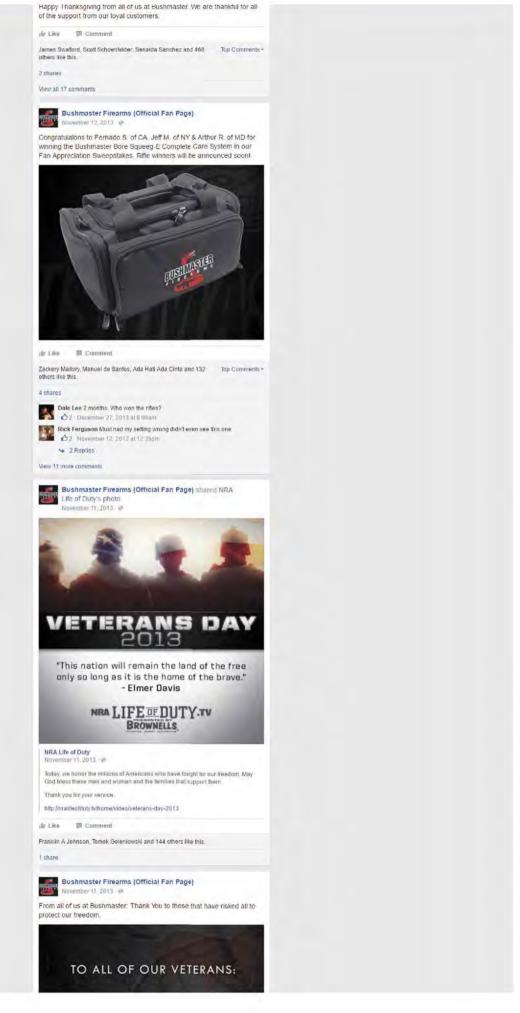


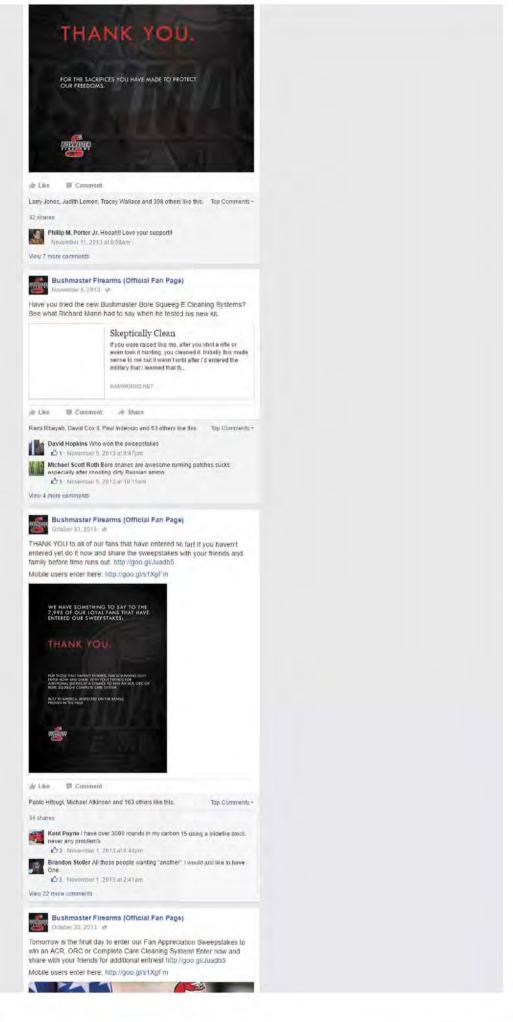












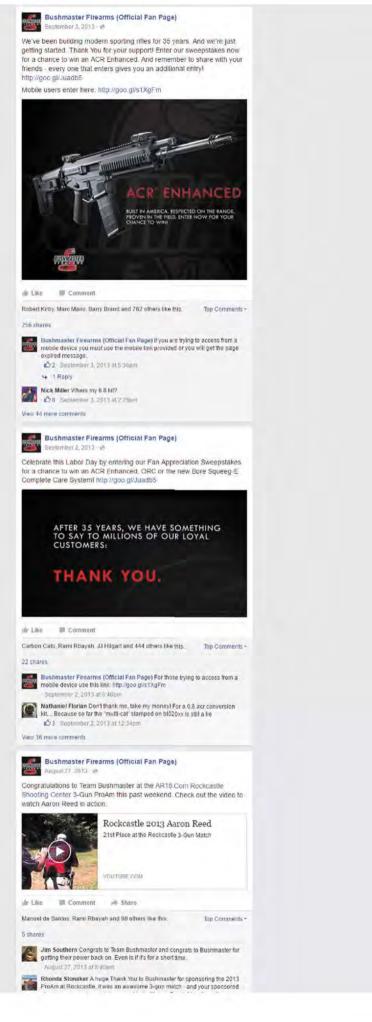




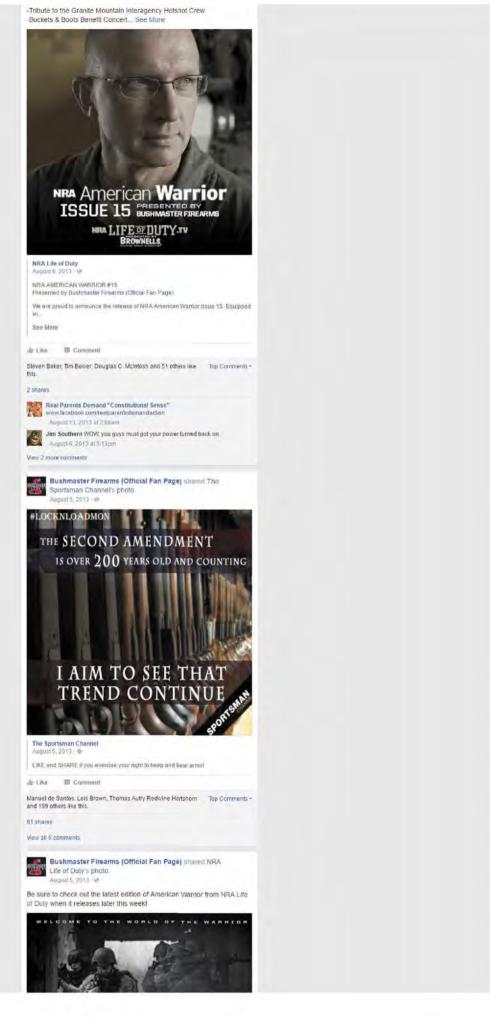
Defense Fallen Brethren 3-Gun Challenge. Out of a field of 241 in the Tactical Optics division Rob finished 33, Ravin 37 and Aaron 40. III Comment Bushmaster Firearms (Official Fan Page) We are giving three of our fans a chance to win a new Bushmaster Ocomplete Care System with Bore Squeeg-E. The system includes everything you need to clean any tactical firearm, a perfect solution for 3-Gun competitors! Enter now at http://goo.gl/Juadb5 Mobile users enter here: http://goo.gl/s1XgFm ENTER TO WIN ONE OF THREE COMPLETE CARE SYTEMS WITH BORE SQUEED-E, ONE OF TWO OPTICS READY CARBINES OR AN ACRE ENHANCED. Comment. Artur Adam, Jesus Rodriguez, Zackery Mallory and 230 others like Top Comments - this: View all 19 comments Bushmaster Firearms (Official Fan Page) October 3, 2013 | viii Anyone headed to the Remington Defense Fallen Brethren 3-Gun Challenge this weekend in Jacksboro, TX? Come watch Team Bushmaster if you are in the area! Like III Comment Doug Dunlap, Manuel de Santos, Sleve Jacko Jackson and 198 Top Comments -15 shares The GUN Spot Where in Jacksboro and When? I'm just down the road in the Denton, TX area (a)
October 3, 2013 at 8.08pm 4 1 Reply Bushmaster Firearms (Official Fan Page) October 2 2013 W Been looking for a new Bushmaster rifle? Check out our new promotion going on now Pick up any new Bushmaster and get a Bushmaster Tactical Field Cleaning System + 4 INTRAFUSE 30 RD. Mags from TAPCO, Inc. www.bushmaster.com/promo









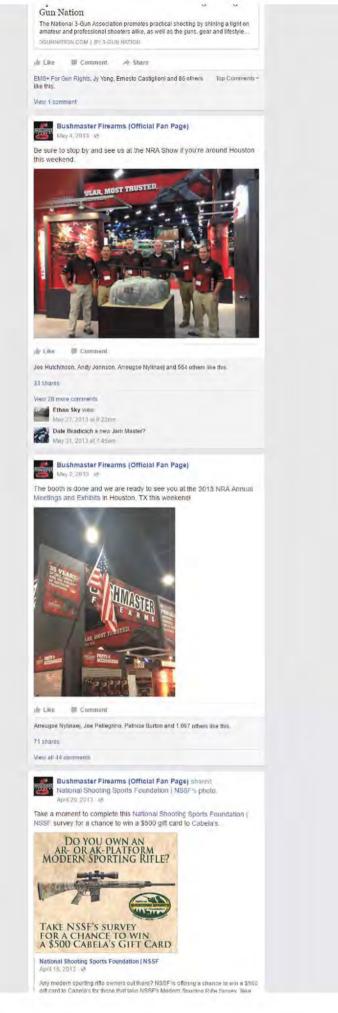


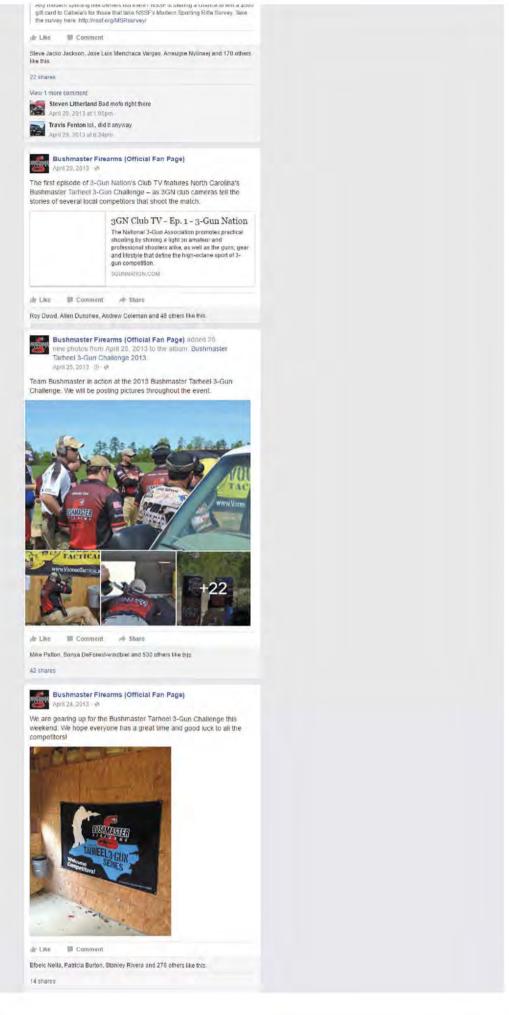


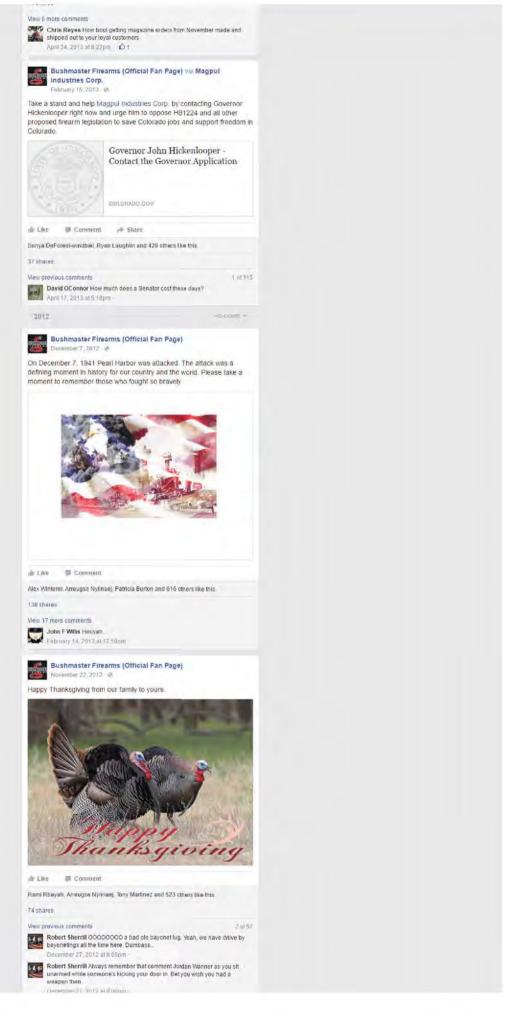


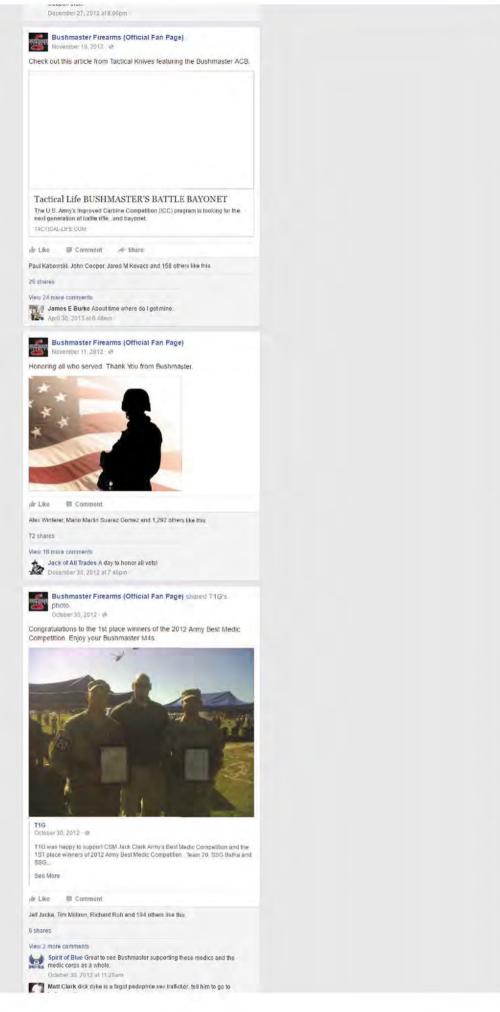


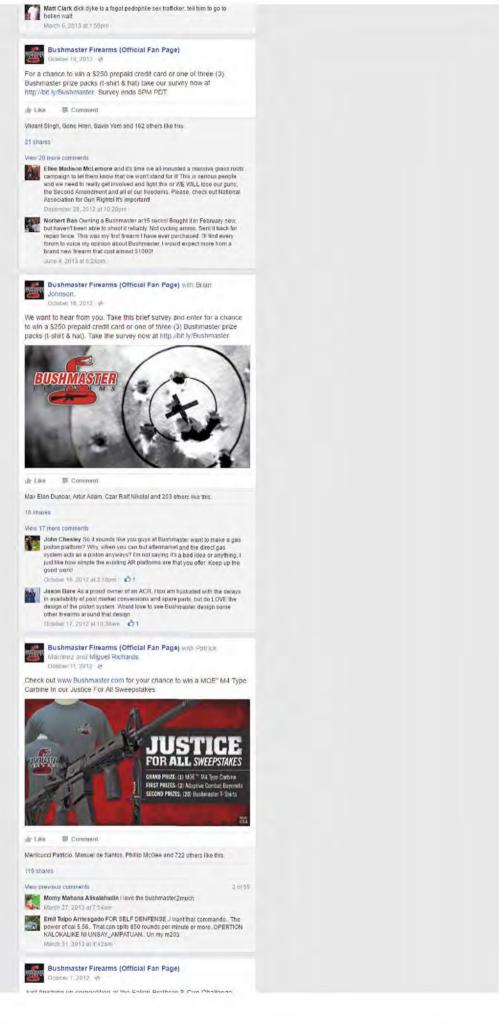


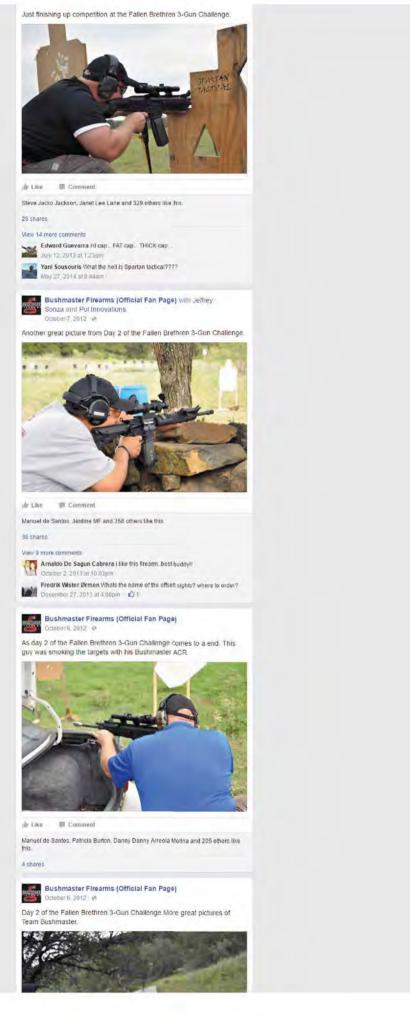


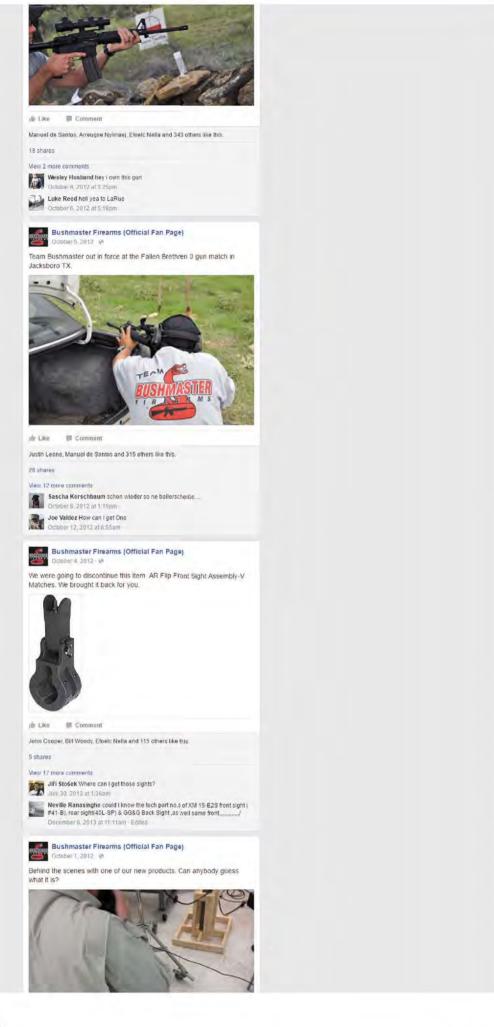




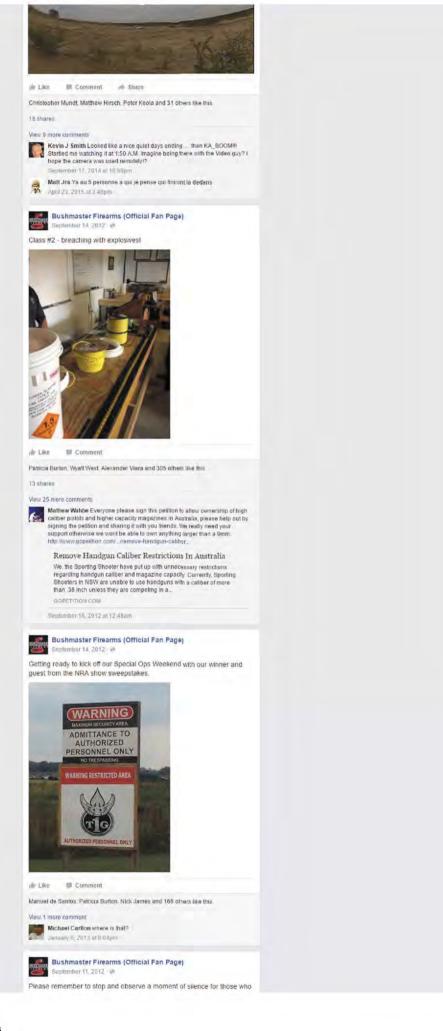






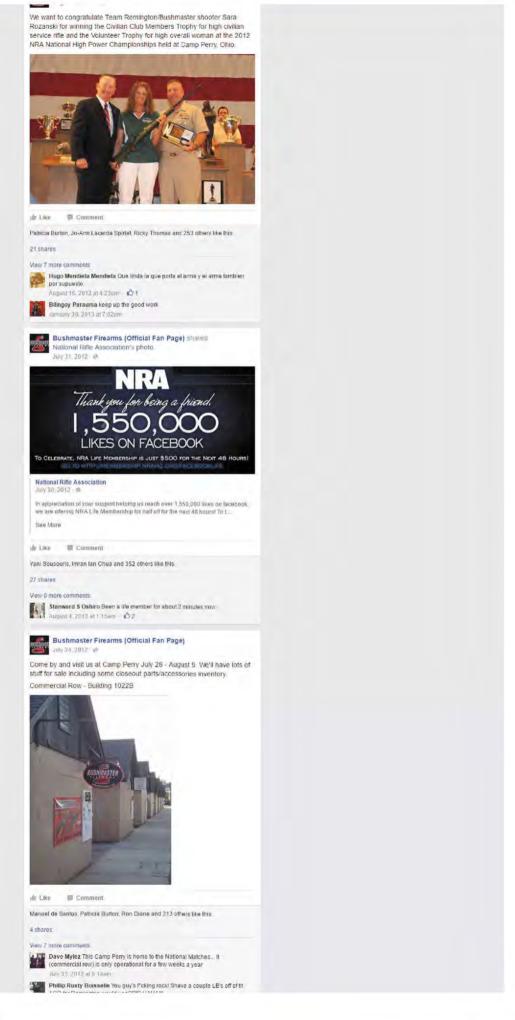


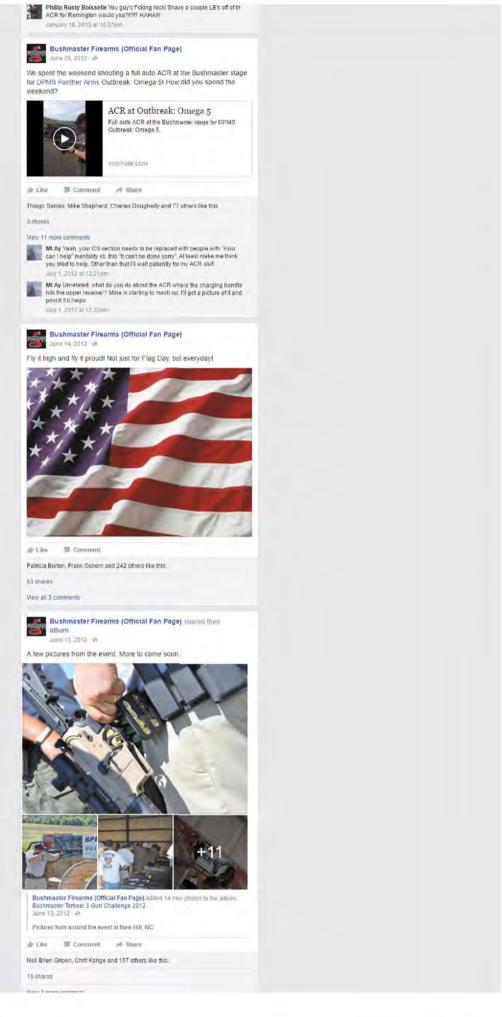


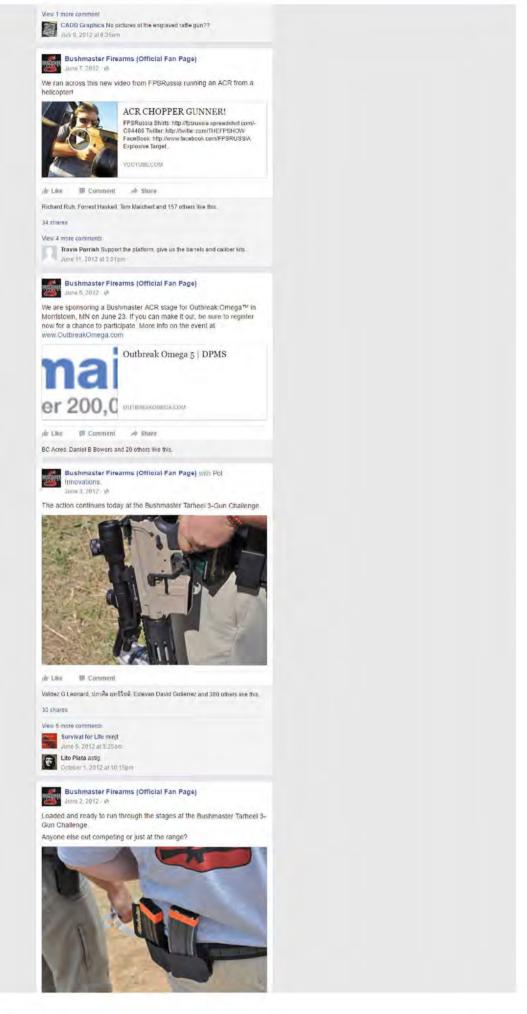


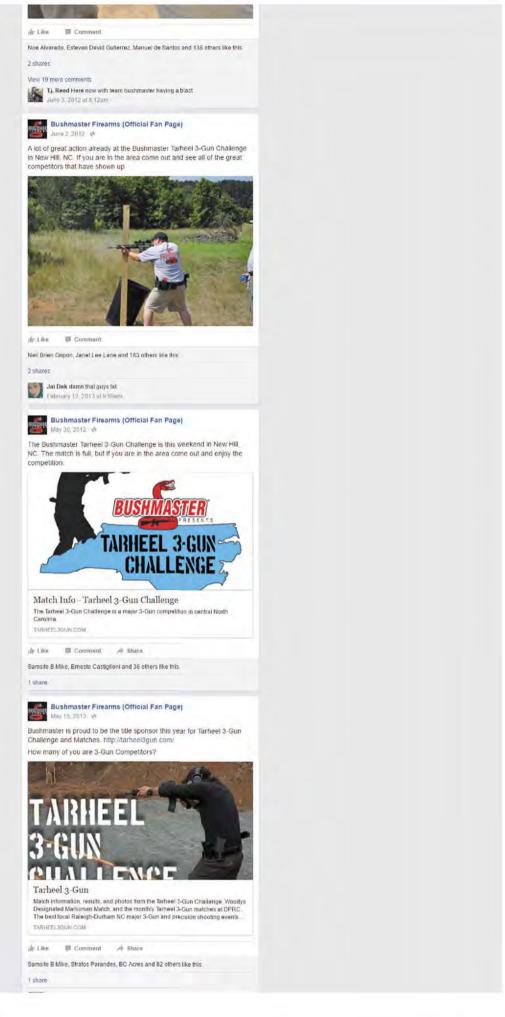








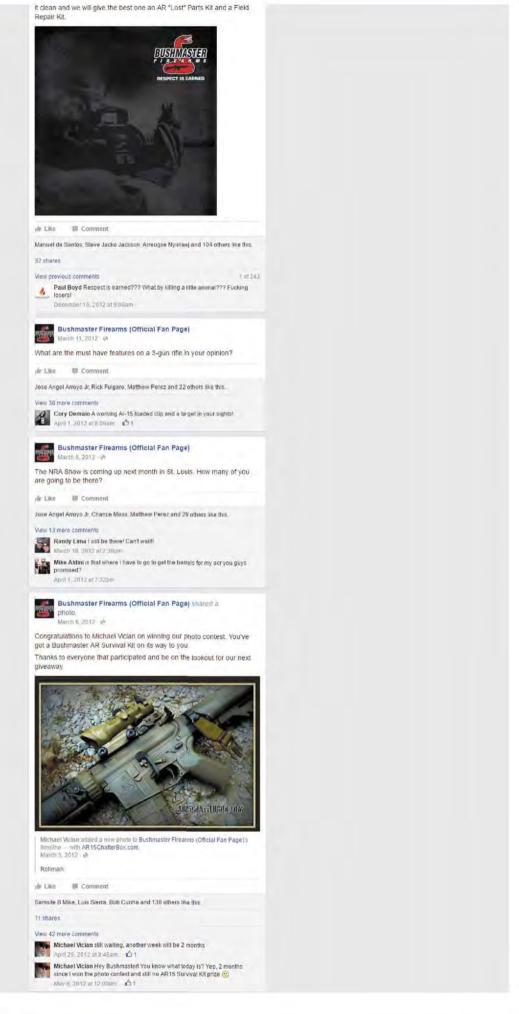






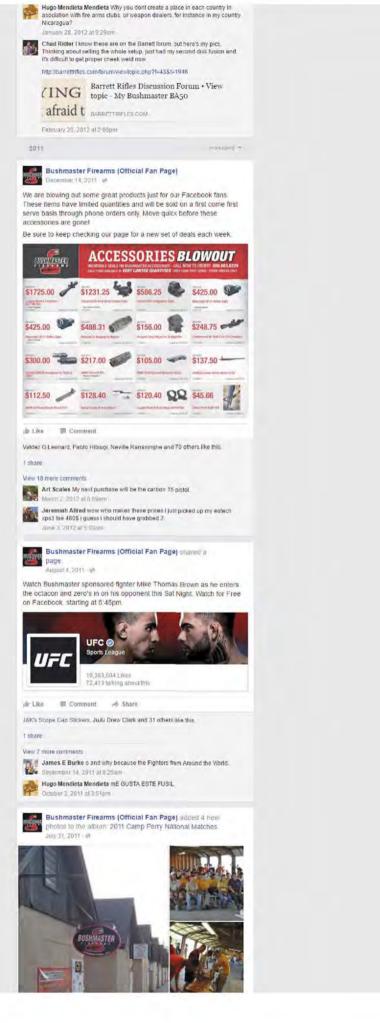




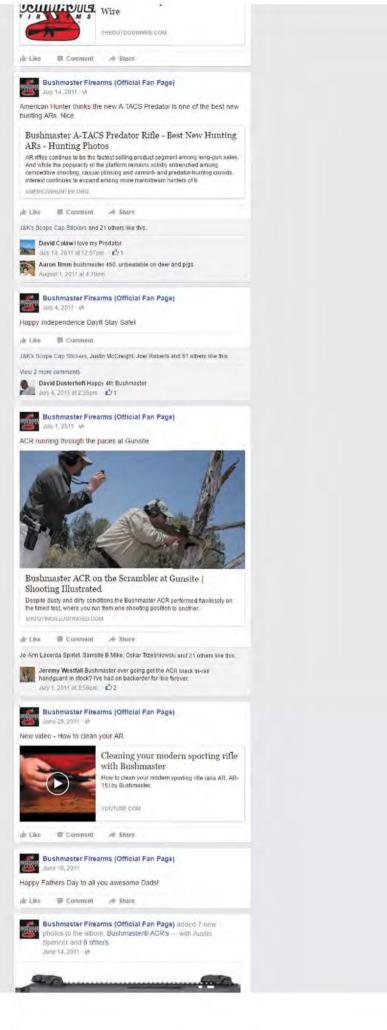








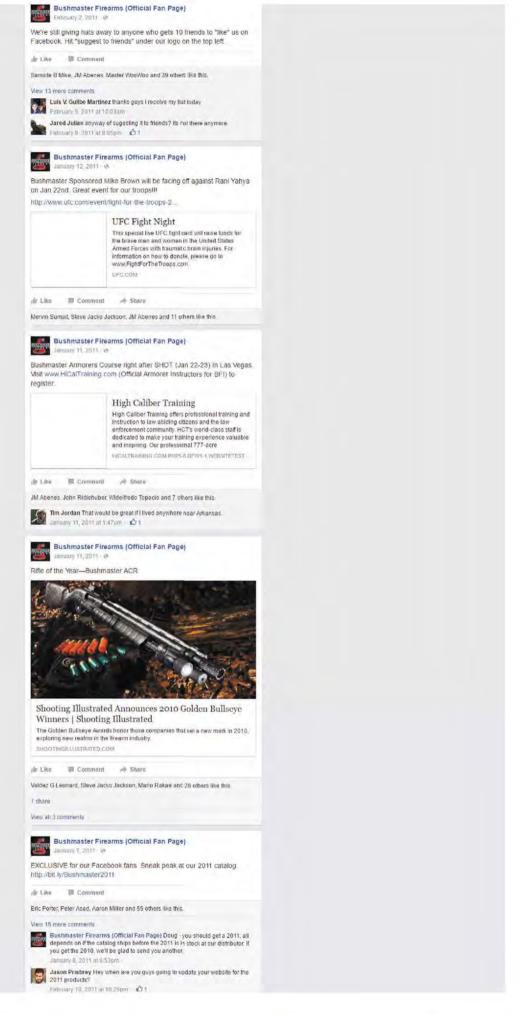


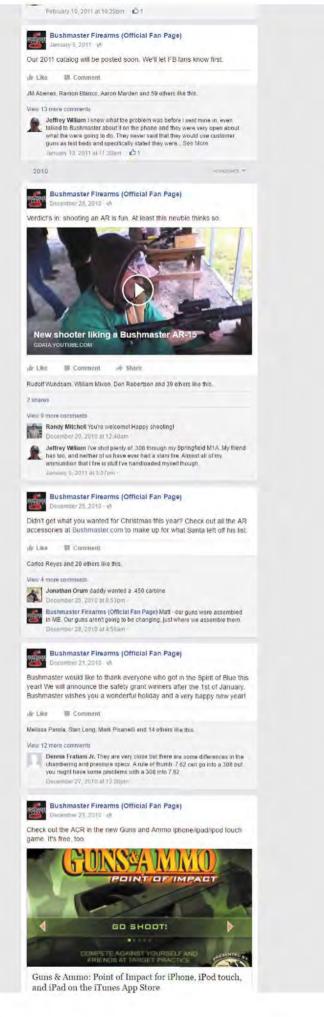






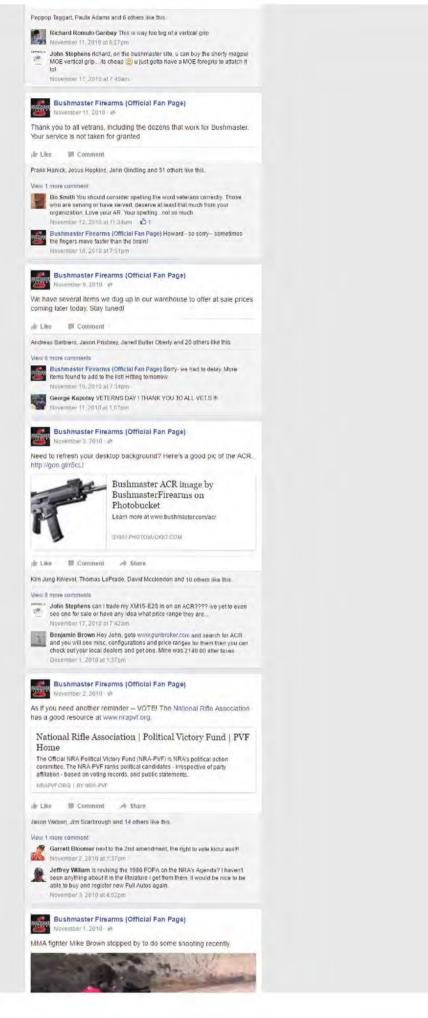




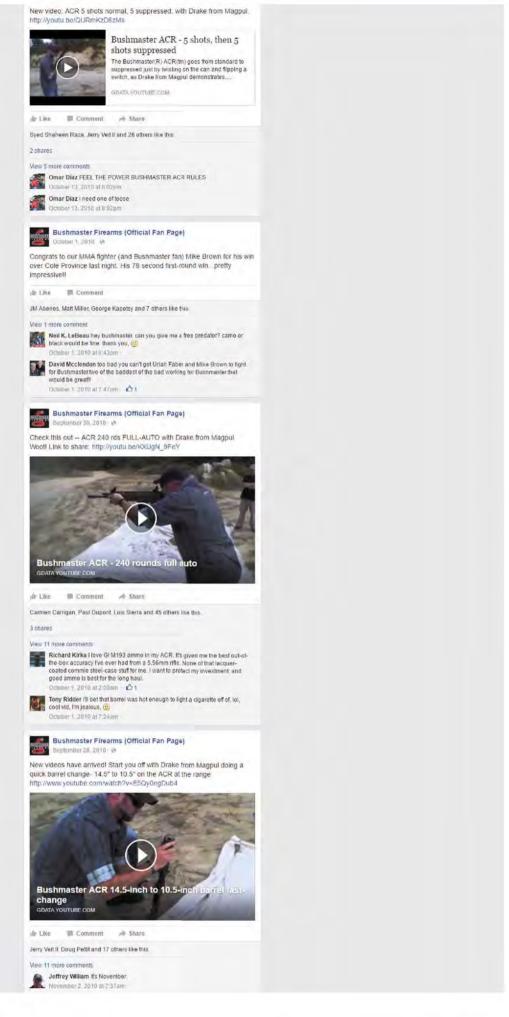


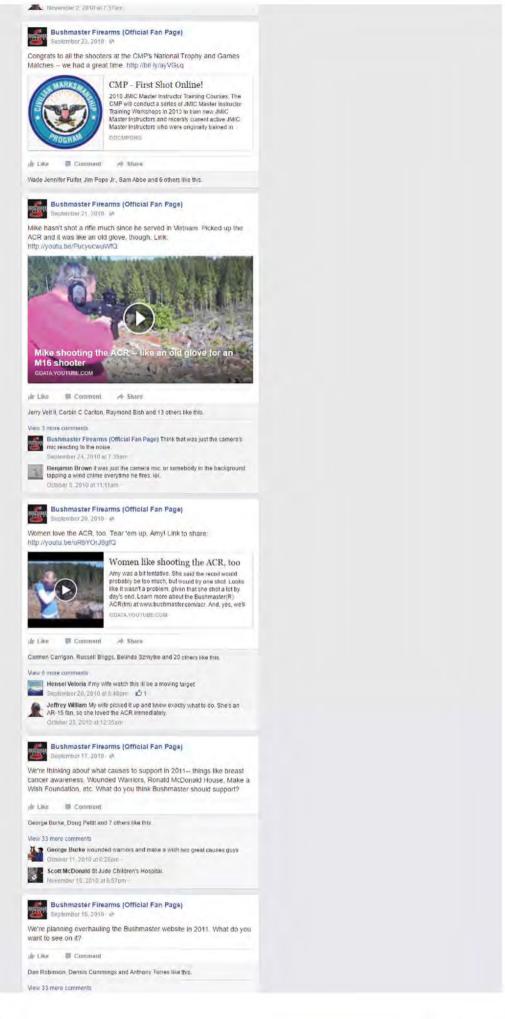


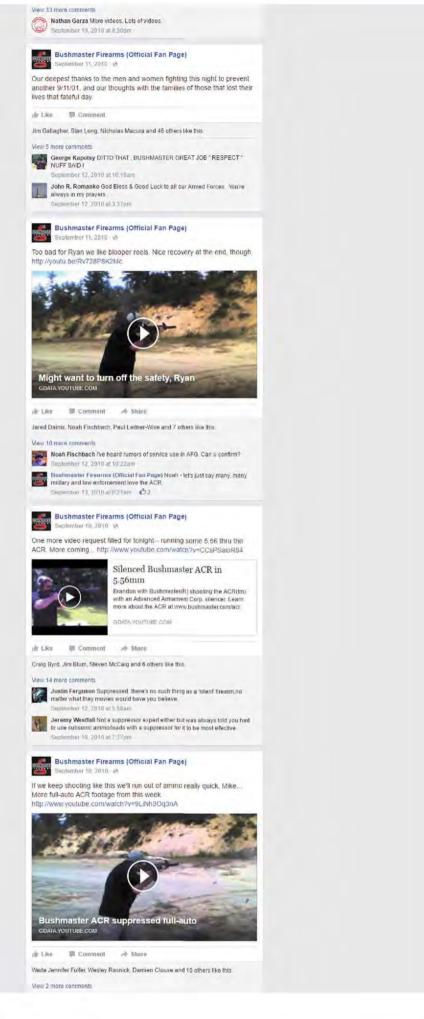


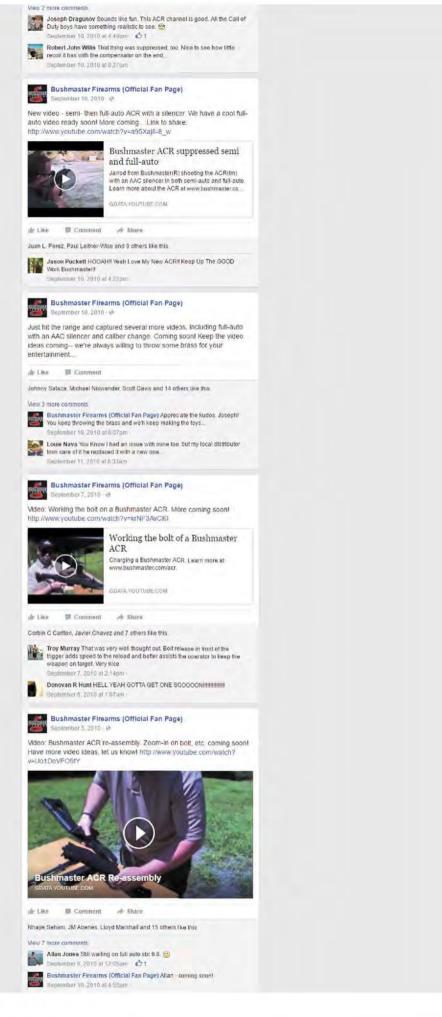


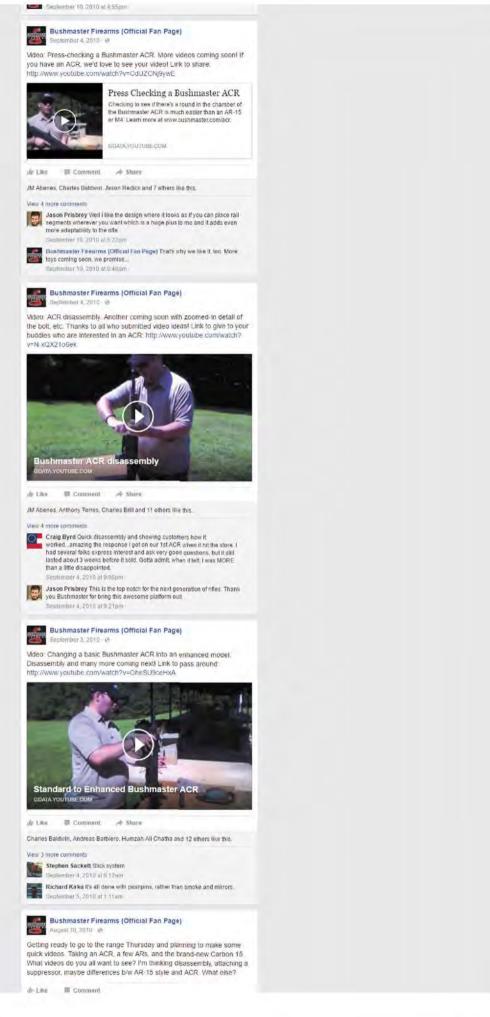














Redhawk Savage, Jon Williams, Doug Petit and 27 others like this.

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Bushmaster Firearms (Official Fan Page) Joh - I may have to try and make that happen. Not sure there's a range around here that would let me use it,

September 3, 2010 at 8.35am



Bushmaster Firearms (Official Fan Page) Everyone - thank you for your suggestional Shot several videos with my Bushmaster buddy (and former cop) Ryan. Will be throwing them up tonight and this weekend as we're done producing them. More to come after we get the first batch out

September 3, 2010 at 8:36am



Bushmaster Firearms (Official Fan Page)

August 27, 2010 M

Like Bushmaster? Get a free hat.

Get 10 friends to "like" Bushmaster's Facebook page and get a free Bushmaster hat! Just email us the list of your friends and your address, and we'll send your hat! Use "suggest to friends"



in Like Tomment

A Share

John Russell, Jim Cordeiro, Michael Cummins and 40 others like this.

View 13 more comments



Dean Mcconville | already have a Bushmaster hat . | had to buy a Bushmaster Sew on Patch from E-bey

January 25 at 10:51am



Rick Glowacki Just got a bushmaster C15 OR. Not very impressed in the dot acope that came with rife so upgraded to an aim point 15x420 purchased at academy sports, also replaced but stock with a Magpul a buddy gave me academy sports, also refused within 20 rounds, love it so far. will post any problems when and if any arise.

January 25 at 6:57pm Edited



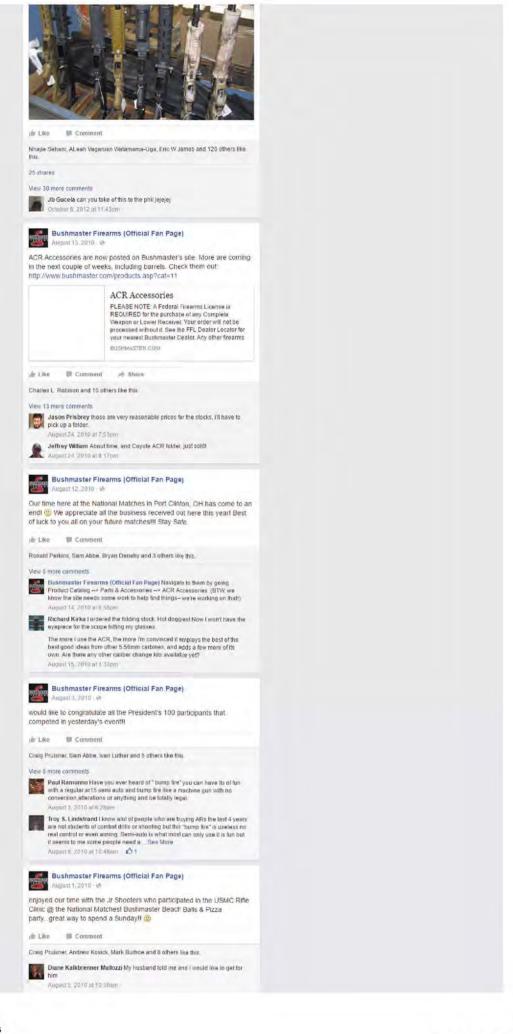
Bushmaster Firearms (Official Fan Page) with Adia

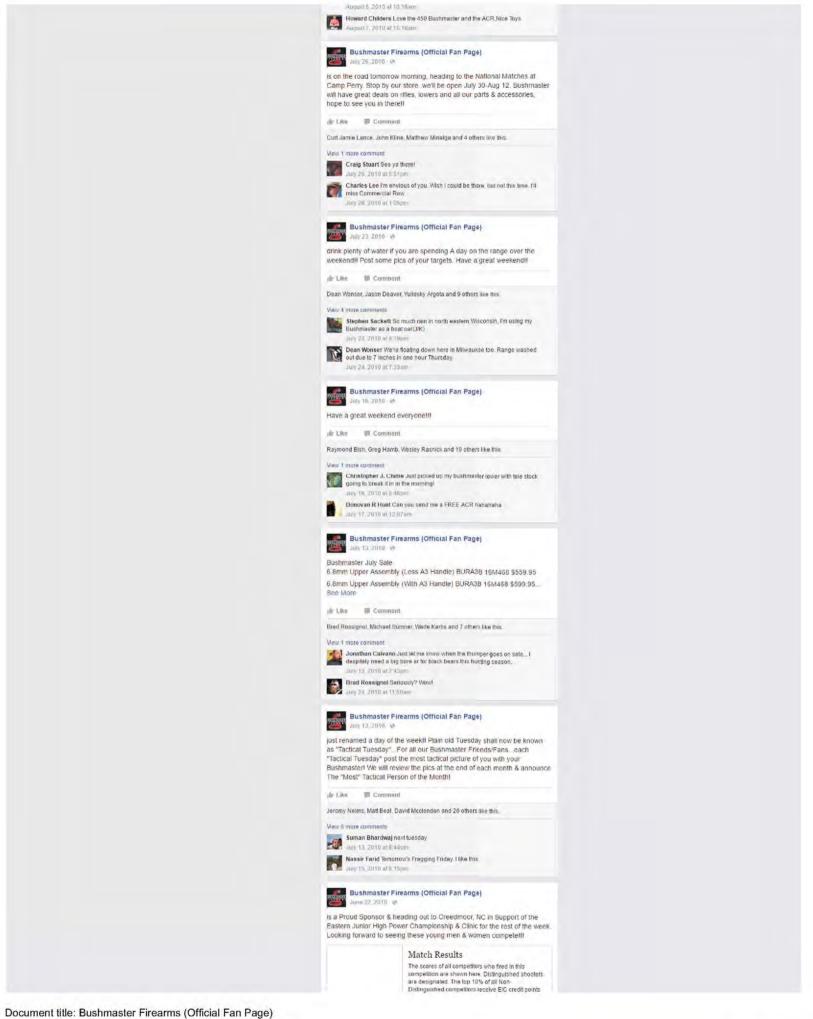
Hunter and 3 others.

August 25, 2010 - 10

Had a nice, quiet day at the range, thanks to our buddies at Advanced Armament Corp (www.advanced-armament.com).







Capture URL: https://www.facebook.com/BushmasterFirearms Capture timestamp (UTC): Thu, 26 May 2016 17:34:44 GMT



